

### **Guarantor Agreement - Student Fee Installments**

This Guarantor Agreement (the "Agreement") is entered into between:

[Guarantor's Full Name], \_\_\_\_\_

residing at [Guarantor's address] \_\_\_\_\_

(the "Guarantor"),

on this date \_\_\_\_\_ (the "Effective Date"),

*and*

The University of the South Pacific, herein referred to as "USP", headquartered in Laucala Bay Suva;

WHEREAS, the Student has signed an Installment Payment Agreement with the University for the payment of their tuition fees in installments;

WHEREAS, the Guarantor has agreed to act as a guarantor to secure the Student's tuition/related fee payments and guarantee their fulfillment of all obligations under the Installment Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Guarantor and the Student agree as follows:

#### **Guarantor's Role and Responsibility**

- 1.1 The Guarantor acknowledges that their role is to provide financial security for the Student's tuition fee installments.
- 1.2 The Guarantor guarantees the payment of the Student's tuition fees in accordance with the terms outlined in the signed Installment Agreement, should the Student fail to fulfill their obligations.

#### **Student's Obligations**

- 1.3 The Student shall adhere to the terms and conditions set forth in the Installment Agreement, including making timely payments of the tuition fees in accordance with the agreed-upon schedule.
- 1.4 The Student shall provide the Guarantor with copies of the Installment Agreement, as well as any updates or amendments made to the agreement.

#### **Installment Agreement Details**

- 1.5 The Guarantor acknowledges that the Student has already signed an Installment Agreement with the University.
- 1.6 The Guarantor shall review and familiarize themselves with the terms and conditions of the Installment Agreement.
- 1.7 The Guarantor understands that any modifications or changes to the Installment Agreement shall require their consent.

**Identification and Contact Information**

1.8 The Guarantor shall provide scanned copies of the following identification and contact information:

- 2 Photo IDs
- FRCS Joint Card or TIN Letter
- Residential Address
- Email Address
- Phone Number(s)
- 2 recent payslips; the current employment contract; or a duly certified Statutory Declaration stating source of income and annual earnings.

**Tracking Information**

1.9 The Guarantor and the Student acknowledge that it is important to maintain accurate and up-to-date contact information for tracking purposes.

1.10 The Guarantor and the Student shall promptly notify each other and the University, of any changes to their contact information.

**Notification of Default**

1.11 In the event that the Student defaults on their payment obligations as outlined in the Installment Agreement, the Guarantor shall be notified within 30 days by the University.

1.12 Upon receipt of such notification, the Guarantor shall have 30 days to rectify the default by making the payment on behalf of the Student.

**Indemnification**

1.13 The Guarantor agrees to indemnify and hold harmless the University from any loss, damage, or liability incurred as a result of the Student's default on their payment obligations.

1.14 The Guarantor's liability shall be limited to the amount of outstanding fees owed by the Student at the time of default.

**Governing Law and Jurisdiction**

1.15 This Agreement shall be governed by and construed in accordance with the laws of Fiji.

1.16 Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Fiji.

**Entire Agreement**

1.17 This Agreement constitutes the entire understanding between the Guarantor and the Student regarding the guarantee of the Student's tuition fee installments and supersedes all prior agreements, understandings, or representations, whether oral or written.

IN WITNESS WHEREOF, the undersigned Guarantor and Student have executed this Guarantor Agreement as of the Effective Date.

**Guarantor:**

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Guarantor's Full Name

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Guarantor's Signature

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Date

**Student:**

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Student's Full Name

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Student's Signature

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Date

**Witness (independent person or University representative)**

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[Full Name and position (if USP representative), and contact number

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Signature

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Date