



SURCHARGE DEBT AGREEMENT

Form B

THIS AGREEMENT is made on this _____ day of _____ 20__ between THE GOVERNMENT OF THE REPUBLIC OF FIJI represented by the _____ (“Government”) of one part AND _____ obligor of (current address) _____ Date of Birth (DOB) _____ Birth Registration no. _____ Tax Identification # (TIN) _____ Phone/Mobile # _____ Driver’s License # _____ Email address _____.

RECITAL

WHEREAS on _____ the Government _____
 _____;
 _____;

WHEREAS the obligor has _____
 _____;
 _____;

WHEREAS has tendered _____

WHEREAS the obligor has agreed to _____
 _____;
 _____;

THE Government and Obligor are agreeable to enter into an Agreement to bind the payment of the total sum of \$ _____ [in words] _____
 _____;



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The parties therefore agree as follows:

1.0 Definition

- 1.1 Words imparting the singular shall include the plural and vice versa;
- 1.2 Headings in the Agreement are for convenience only and shall not affect the interpretation of the Agreement;
- 1.3 Reference in this Agreement to any written laws shall be to such laws as modified, amended, restated or replaced from time to time;
- 1.4 The words Agreement shall include all agreements, made between the parties hereto and expressed to be supplemental hereto.

2.0 Undertaking by the Obligor

- 2.1 The Obligor acknowledges being truly and lawfully indebted to the Government for the total sum of \$ _____ [Amount in words] _____
_____ being the _____
_____;
- 2.2 The obligor agrees to pay _____
_____;
- 2.3 The sum of _____

_____;
- 2.4 The Obligor will pay the first _____
_____.

3.0 Default of Payment

- 3.1 Without derogating from the foregoing and without prejudice thereto, where the obligor breaches clause 2.1 the total sum owing will become immediately due and payable and the Government may initiate any claim, proceeding or any other action against the Obligor with a view to recovering the debt due and owing.
- 3.2 This acknowledgement and undertaking by the Obligor consists of the entire acknowledgement by the Obligor in favor of the Government and representations or other terms and conditions of whatsoever nature not expressly recorded herein shall be of no force or effect.



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4.0 Indemnity for Liabilities

The Obligor agrees to keep the Government indemnified against claims, losses, expenses, damages and costs incurred by or awarded against the Government that the Government may sustain or incur as a result, whether directly or indirectly as a result of this Agreement.

5.0 Law and Justification

This Agreement is construed in accordance with the Laws of Fiji and any legal proceedings pertaining to the Agreement must be obtained from the exclusive jurisdiction of the Courts of Fiji.

6.0 Entire Agreement

This Agreement is construed as the entire agreement including any amendments or modifications thereof.

7.0 Amendment

No provision in this Agreement shall be amended without the Permanent Secretary for Economy's approval in writing.

8.0 Assignment

The Obligor cannot assign her obligation under this Agreement.

9.0 Severance

If there is a provision in this contract that is deemed invalid or unenforceable that is severed from this Agreement and the remaining provisions of this Agreement will continues in force.

Executed this: _____ day of _____ 20____

.....
PERMANENT SECRETARY

.....
(Obligor) - _____

.....
Witness

.....
Witness

.....
Date

.....
Date