

**TO BE RETURNED TO MEET THE CONDITION OF OFFER TO STUDY AT THE  
UNIVERSITY OF BIRMINGHAM AS STATED IN YOUR OFFER LETTER**

**THIS AGREEMENT** is made on ..... 20.....

**BETWEEN:**

- (1) ..... of ..... (the "**Student**")  
Name Address
- (2) ..... of ..... (the "**Guarantor**")  
Name Address
- (3) **THE UNIVERSITY OF BIRMINGHAM DUBAI** of Edgbaston Birmingham B15 2TT United Kingdom  
(the "**University**").

**BACKGROUND:**

- (A) The University has offered a place on an academic programme called \_\_\_\_\_ (the "**Programme**") to the Student at the University of Birmingham Dubai campus commencing on the \_\_\_\_\_ (the "**Start Date of your programme**"). The duration of the Programme is normally for a period of \_\_\_\_\_ (the "**Total years of your programme**") subject to satisfactory academic progression.
- (B) The Guarantor is the parent or guardian of the student and wishes to support the Student in their higher education, for their benefit.
- (C) The student is accepting the offer of a place on the Programme by returning acceptance notification with this guarantee.
- (D) The Guarantor has agreed with the University to guarantee the punctual performance by the Student of the **Guaranteed Obligations** (defined below).
- (E) In accordance with Article No (85) of the Civil Transactions Law 5/1985 and Articles 171,172 of the Federal Personal Status Law, a person shall attain the age of majority when they reach the age of twenty-one.
- (F) The Student is under the age of twenty-one and so the Guarantor shall observe the **Guaranteed Obligations** in this Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless otherwise provided:

**"Business Day"** means a day which is not Saturday, Sunday or a public holiday in the United Arab Emirates or the United Kingdom or a University closed day as specified on the University's official website and approved by the University Council from time to time.

**"Guaranteed Obligations"** means the payment of all moneys, debts and liabilities owed by the Student to the University from time to time, under or in connection with any present or future

contractual obligations between the University and the Student including for the avoidance of doubt the student contract for the provision of tuition in respect of the Programme.

1.2 Unless the context otherwise requires:

- 1.2.1 references to clauses, mean clauses of this Agreement;
  - 1.2.2 "including" means including without limitation and general words are not limited by example;
  - 1.2.3 clause headings do not affect their interpretation; and
  - 1.2.4 references to legislation exclude any re-enactment or modification after the date of this Agreement to the extent they make any party's obligations more onerous.
- 1.3 "In writing" excludes facsimiles and emails.

## **2. GUARANTEE AND INDEMNITY**

- 2.1 In consideration of the University offering a place to the Student on the Programme and the Student accepting such place, the Guarantor irrevocably and unconditionally guarantees to the University the punctual performance by the Student of all of the Guaranteed Obligations.
- 2.2 The total amount recoverable from the Guarantor under this Agreement shall not exceed the full fees for the course minus any scholarship awarded together with all interest, fees, costs and expenses pursuant to this Agreement.
- 2.3 The Guarantor undertakes to the University that it will immediately upon written demand of the University perform the Guaranteed Obligations as if it were the principal obligor.

The Guarantor agrees to indemnify the University immediately on demand against any cost, loss or liability suffered by the University if any of the Guaranteed Obligations is or becomes illegal, invalid or unenforceable, or otherwise irrecoverable due to lack of capacity and/or lack of powers,  
as if it were a principal obligor.

- 2.4 As a separate obligation from its obligations under clause 2.4, and as a principal obligor, the Guarantor agrees to indemnify and keep indemnified the University in full and on demand against all costs, claims, liabilities and expenses (including legal expenses) suffered or incurred by the University due to the Student's failure to perform the Guaranteed Obligations in accordance with their terms.

## **3. WAIVER OF DEFENCES**

- 3.1 The obligations of the Guarantor under this Agreement will not be affected in any way by:
  - 3.1.1 any time, waiver or consent granted to the Student or any other person;
  - 3.1.2 any unenforceability, illegality, irregularity, frustration or invalidity of any obligation of any person under any document or security in relation to the Guaranteed Obligations;
  - 3.1.3 any insolvency or similar proceedings;
  - 3.1.4 any intermediate payment, settlement or discharge, in whole or in part, of the Guaranteed Obligations; or
  - 3.1.5 any other act or omission which would not have discharged the Guarantor had it been a principal obligor and not a guarantor, or any act or omission by any person which, but for this clause 3, would have discharged the Guarantor or reduced its liability under this Agreement.

## **4. PROTECTION OF RIGHTS OF UNIVERSITY**

- 4.1 This Agreement is a continuing guarantee and will extend to the ultimate balance of sums payable by the Student in respect of the Guaranteed Obligations, regardless of any intermediate payment or discharge, in whole or in part.
- 4.2 The Guarantor waives any right it may have of first requiring the University to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Agreement.

## 5. **SET-OFF**

In addition to any general lien or similar right to which it may be entitled by operation of law, the University may (but shall not be obliged to) at any time and without notice to the Guarantor, set-off or transfer any sum or sums standing to the credit of any accounts of the Guarantor with the University in or towards satisfaction of the liability of the Guarantor to the University under this Agreement.

## 6. **PAYMENTS UNDER THIS AGREEMENT**

- 6.1 All payments to be made by the Guarantor under this Agreement shall be made:
  - 6.1.1 in the same currency as the Guaranteed Obligations;
  - 6.1.2 in full without set-off or counterclaim; and
  - 6.1.3 free and clear of and without any deduction or withholding for or on account of any present or future taxes.
- 6.2 If any deduction or withholding is required by any applicable law to be made in respect of any payment due under this Agreement, the sum payable shall be increased by the Guarantor to the extent necessary to ensure that, after making the deduction or withholding, the University receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been made.
- 6.3 The Guarantor shall not direct the application by the University of any amount received by the University under this Agreement.

## 7. **TERMINATION**

- 7.1 The Guarantor may at any time give the University written notice to terminate this Agreement with effect from the date (the "**Termination Date**") specified in such notice, provided always that the Termination Date specified is at least 12 months after receipt of such notice by the University, or three months after the Programme has been completed by the Student, whichever is the earliest.
- 7.2 Despite the giving of any notice, the liability of the Guarantor under this Agreement shall continue in full force and effect with respect to the obligations of the Student to the University which shall have become due at the Termination Date.

## 8. **MISCELLANEOUS**

### 8.1 **Certification of amounts owed**

Any certificate by an officer of the University stating the interest payable or the amount owing under this Agreement shall, in the absence of clear error, be binding and conclusive on and against the Guarantor for all purposes.

### 8.2 **Variation**

Variations to this Agreement will only have effect when agreed in writing by the parties.

### **8.3      Severability**

The unenforceability of any part of this Agreement will not affect the enforceability of any other part.

### **8.4      Waiver**

Unless otherwise agreed, no delay, act or omission by any party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

### **8.5      Assignment**

The Guarantor may not assign any of its rights or transfer any rights or obligations under this Agreement.

### **8.6      Succession**

This Agreement will benefit the University's permitted successors and assignees.

### **8.7      Scholarship, Bursaries and other awards**

This Agreement shall be subject to the terms and conditions of additional financial support awarded by the University to the Student (if applicable) from time to time such as but not limited to scholarships, bursaries and other awards.

## **9.      GOVERNING LAW AND JURISDICTION**

- 9.1      This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 9.2      The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SIGNED by the Guarantor .....

Guarantor's contact email address .....

Guarantor's contact telephone number .....

SIGNED for and on behalf of the University .....

SIGNED by the Student .....

**Please return this form to the following postal address;**  
**University of Birmingham Dubai, Dubai International Academic City, PO Box 341799**

**Please upload a copy of the duly filled and signed form to your application portal under as the Under 21 Parental Guarantee and Indemnity(U21). You must ensure that the form is completed fully and has been dated & signed.**