

**THE DEFENCE TECHNICAL UNDERGRADUATE SCHEME**

**DEED OF ACCEPTANCE OF A PLACE ON THE SCHEME**

**This is a legally binding document. If you sign this Deed you are confirming that you understand the nature and extent of your obligations under it, including the obligation to pay certain sums of money to the Secretary of State where you fail to complete any stage of your training. You should not sign this document unless you understand the effect of doing so and you intend to be bound. You should seek independent legal advice before signing.**

**The Secretary of State may verify the information provided on this form by checking it with relevant organisations or individuals. This information will not be passed to any organisation for advertising or commercial purposes.**

**If you are UNDER 18 YEARS OF AGE ON THE DATE OF SIGNING this document, an adult must guarantee this Deed before you can be admitted onto the DTUS. You will be asked to reaffirm your intention to be bound by this Deed after you have attained the age of 18, at which time the obligations under the guarantee will cease.**

**THIS DEED** is made on

**BETWEEN:**

(1) THE SECRETARY OF STATE FOR DEFENCE (“the Secretary of State”)

**AND**

(2) (Name).....

**WHEREAS** the Secretary of State is prepared to:

- (1) Offer a place to You on the DTUS with the rank of Type B Officer Cadet;
- (2) Maintain You on the IOT at the Royal Military Academy, Sandhurst on completion of the DTUS; and
- (3) Offer you a position as a Commissioned Officer in the Army on completion of your IOT

**NOW**, in acceptance of this offer, You

**AGREE** as follows:

**1. Definitions:** In this Deed-

“**Active List**” means all serving personnel in the Armed Forces, excluding reservists.

“**Default Event**” means any of the following events-

- (i) You fail to complete the DTUS within the usual period of completion; or
- (ii) You fail to join and participate in the MSU while on the DTUS; or
- (iii) You fail to enter the IOT on a date specified by the Secretary of State; or
- (iv) Having entered the IOT, You fail to complete the course; or
- (v) Having completed the IOT, You fail to complete three years of service as a Commissioned Officer on the Active List from the date of completion of the IOT; or
- (vi) You fail to reaffirm your intention to be bound by this Deed when so requested by the Secretary of State; or
- (vii) You are made bankrupt; or
- (viii) The death, bankruptcy or legal incapacity of any Guarantor of this Deed; or
- (ix) The Pupil is discharged from the DTUS or his/her Service as a result of a breach of discipline.

“**DTUS**” means the Defence Technical Undergraduate Scheme. The DTUS comprises your attendance at a nominated University, reading for a degree which satisfies the requirements of the Secretary of State; and payment by the Secretary of State of a technical bursary to you;

“**MSU**” means the Military Support Unit specifically nominated to mentor and motivates you through the DTUS;

“**Nominated University**” means the universities of Aston, Loughborough, Newcastle, Northumbria or Southampton; or exceptionally another University which is approved by the Secretary of State.

“**IOT**” means the Initial Officer Training scheme at the Royal Military Academy, Sandhurst, for graduates who intend to become Commissioned Officers in the Army.

“**Technical Bursary**” means a bursary awarded each term by the Secretary of State to cover Your maintenance costs during the usual period of completion of the DTUS, at such amount as the Secretary of State may determine from time to time.

“**Type B Officer Cadet**” means an Officer Cadet not subject to mobilisation.

“**Usual period of completion**” means, in relation to the DTUS, the usual time taken to complete the particular degree course, to be determined by the Dean of the relevant Faculty if not agreed.

“**You**” means the person named at (2), above, and the words Your and Yours shall be construed accordingly.

**2. Your Continuing Obligations**

- 2.1 The obligations created under this Deed shall, subject to paragraph 2.2, commence on the date that it is signed, and shall continue until you have completed three years of service as a Commissioned Officer on the Active List from the date of completion of the IOT, or an equivalent period of service under paragraph 6.2, as the case may be.
- 2.2 In the event that the Secretary of State makes a demand during this period, Your obligation shall continue until all the amounts due have been paid in full.
- 2.3 In the performance of your obligations under this Deed, time will be of the essence.

**3. Personal Details**

- 3.1 You shall, as soon as practicable, notify the Secretary of State of changes to any of the following of your details:
  - 3.1.1 name;
  - 3.1.2 address;
  - 3.1.3 gross annual income (other than income earned by virtue of enlistment);
  - 3.1.4 employment details (other than employment in the Army).

**4. Failure to meet the required standard**

- 4.1 The nominated university may review your academic progress, and the MSU your general progress, at regular intervals while you are participating in the DTUS. If you are found to be failing to meet the standards expected of you at the end of any period of review, you may be excluded from returning to the university for further study.
- 4.2 If you fail to complete the DTUS, the IOT, or to complete the required period of service as a Commissioned Officer, the Secretary of State may offer You an alternative post within the Army.

**5. Occurrence of a Default Event**

- 5.1 Subject to paragraph 5.2 below, on or after the occurrence of a Default Event and the Secretary of State making a demand for payment, when the sums payable hereunder shall become due, You shall repay the Secretary of State so much of the Technical Bursary paid to You while on the DTUS as he may determine.
- 5.2 Paragraph 5.1 shall not apply if the Secretary of State is satisfied that:
  - 5.2.1 the Default Event relating to You occurred as a result of-
    - 5.2.1.1 Your failure to meet the required standard (provided that Dean of the relevant Faculty of the nominated university; the MSU; or the Commandant IOT, as the case may be, is satisfied that You worked diligently and to the best of your ability to attain the required standard) and paragraph 5.2.2 does not apply; or
    - 5.2.1.2 Your death.
  - 5.2.2 You have accepted a position offered to You under paragraph 4.2, and completed an equivalent period of service (up to a maximum of 6 years).
  - 5.2.3 In the event of Your bankruptcy, adequate alternative security has been provided.
  - 5.2.4 In the event of the death, bankruptcy or legal incapacity of any Guarantor to this Deed, adequate alternative security has been provided.
- 5.3 Upon receiving a demand for repayment under paragraph 5.1 above, You shall pay the amount requested within 90 days thereof, together with any amount payable under paragraph 6 of this Deed.

**6. Payment**

- 6.1 All payments arising under this Deed shall be paid in accordance with the instructions given in the demand.
- 6.2 Without prejudice to any other rights of the Secretary of State, in the event of late payment of any money due to the Secretary of State under the terms of this Deed (including any moneys found to have been underpaid), You shall pay to the Secretary of State interest, which shall be compounded quarterly, and calculated at the repo rate<sup>1</sup> from time to time of the Bank of England (or its successor) on all such money overdue, from the date on which payment was due to the date of actual payment (whether before or after judgment). You shall, in addition, reimburse to the Secretary of State all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

**7. Inconsistency**

In the event of any inconsistency between the terms of this Deed and any other information you may have received, the terms of this Deed shall prevail.

**8. Proper Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the law of England and Wales and You agree for the benefit of the Secretary of State to submit to the jurisdiction of the courts of England and Wales.

You acknowledge that You have received a copy of this Deed in advance of signing it and that either:

- a. You have taken independent legal advice as to the nature and extent of Your contractual obligations arising under it; or
- b. You have understood the nature and extent of Your contractual obligations arising under it and have decided not to take independent legal advice.<sup>2</sup>

Signed as a Deed in the presence of a witness by .....(Your signature)

**Block capitals**

**Address** .....

**Date**.....

<sup>1</sup> This is the rate set by the Bank of England Monetary Policy Committee, sometimes referred to as the ‘base rate’ of the Bank of England.

<sup>2</sup> Delete as appropriate

**EITHER:**

I have explained the terms of this Deed to my client [ ] he has confirmed to me before signing it that he understands his obligations arising under it:

.....(Solicitor)

Witness to the signature above:.....(Solicitor)

**OR:**

Witness to the signature above: .....(witness must not be a relative)

**Name:**

**Address:**

**Date:**

**Signed on behalf of the Secretary of State for Defence .....**

**Name:**

**Appointment:**

**Date:**

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**PARENT/GUARDIAN GUARANTEE (only where the DTUS participant is under 18)**

**This is a legally binding document. If you sign this document you are confirming that you understand your obligations under it, including the obligation to pay certain sums of money to the Secretary of State where the DTUS participant fails to complete their training. You should seek independent legal advice before signing.**

**The Secretary of State may verify the information provided on this form by checking it with relevant organisations or individuals. This information will not be passed to any organisation for advertising or commercial purposes.**

**THIS GUARANTEE** is made on the .....

**BETWEEN:**

(1) SECRETARY OF STATE FOR DEFENCE ( "the Secretary of State"); and

(2) \_\_\_\_\_ and \_\_\_\_\_ ("the Guarantors")

being the parents/legal guardians<sup>3</sup> of ..... ("the participant")

**WHEREAS:**

(1) this Guarantee is supplemental to a Deed ("the Deed") dated ..... between the Secretary of State and the participant, whereby the participant agreed to accept a place on the DTUS, subject to the terms of the Deed

(2) the Guarantors have agreed to guarantee the due performance of the Deed.

**NOW THE GUARANTORS JOINTLY AND SEVERALLY AGREE AS FOLLOWS:**

**1. Guarantee**

1.1 Subject to paragraph 1.2, if the participant (unless relieved from the performance by any clause of the Deed or by statute or by the decision of a tribunal of competent jurisdiction) in any respect fails to execute the Deed or commits any breach of his/her obligations under it, the guarantors will indemnify the Secretary of State on demand against a failure by the participant to pay such sums as the Secretary of State may rightfully demand under the Deed.

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<sup>3</sup> delete as applicable. Where only one person has parental responsibility for the participant, that person alone should act as guarantor. Where that is the case, for "Guarantors" read "Guarantor", wherever that term appears.

1.2 If the Deed is found to be unenforceable against the participant for any reason, that alone shall not release the Guarantors from their obligations under this Guarantee.

**2. Continuing obligation**

The obligations under this Guarantee shall continue until the participant has, on or after reaching the age of majority, executed a further deed in similar terms to the Deed, at which time the obligations on the Guarantors arising under this Guarantee will cease, save in respect of any demand already made.

**3. Variation of terms**

The Guarantors shall not be discharged or released from this Guarantee by any arrangement made between the Secretary of State and the participant without the assent of the Guarantors.

**4. Miscellaneous**

4.1 Where there is more than one Guarantor under this Guarantee, the obligations of the Guarantors shall be construed and have effect as joint and several obligations and liabilities, and any arrangement made between the Secretary of State and one Guarantor without the assent of the other Guarantor, shall not discharge or release that other from his obligations under this Guarantee.

4.2 In the event of any inconsistency between the terms of this Guarantee and the information contained in any other document relating to the DTUS, the terms of this Guarantee shall prevail.

4.3 This Guarantee shall be governed by and construed in accordance with the law of England and Wales and the Guarantors agree for the benefit of the Secretary of State to submit to the jurisdiction of the courts of England and Wales.

The Guarantors acknowledge that they have received a copy of the Deed and this Guarantee in advance of signing it and that they understand their obligations under it.

<b>Signature of first guarantor</b> .....	<b>Signature of second Guarantor</b> .....
<b>Block capitals</b> .....	<b>Block capitals</b> .....
<b>Address</b> .....	<b>Address</b> .....
.....	.....
<b>Date</b> .....	<b>Date</b> .....

**IN WITNESS:**

**Signature of Witness**.....

**Block capitals:**

**Address:**

**Date:**