

PERSONAL UNDERTAKING OF GUARANTOR IN CASE OF DEFAULT BY THE EMPLOYER

I, [name of guarantor], of [address], and holder of national identity card bearing number [number], being the [spouse/child/.....] of [name of employer] (“the employer”), hereby unconditionally and irrevocably undertake and guarantee to [worker’s name] (“the worker”) as follows:

1. In relation to the agreement between the employer and the worker dated [date] (“contract of employment”), I undertake to, jointly and severally with the employer, guarantee the performance of all the employer’s obligations under the contract of employment, including but not limited to the:
 - a) payment of remuneration;
 - b) provision of decent living conditions;
 - c) payment of any amount, compensation, costs or penalties which may be ordered by the Court against the employer in connection with the employment of the worker; and
 - d) payment of the repatriation costs of the worker from Mauritius to his original exit point.
2. In the event of the death of the employer, I hereby undertake to pay to the worker any unpaid remuneration that would be due to the worker under the contract of employment, comply with the prevailing laws and bear any costs and expenses relating to the repatriation of the worker.
3. I hereby also undertake, in the event of default by the employer, to bear the repatriation costs of the worker from Mauritius to his/her original exit point:
 - a) upon completion of the contract of employment;
 - b) upon termination of the contract of employment by the employer other than for non-compliance of the terms and conditions of the contract of employment by the worker;
 - c) upon termination of the contract of employment due to the non-compliance of the terms and conditions of the contract of employment by the employer.

[Handwritten by the Guarantor ‘Read and approved’]

.....
Signature:

Name:

Date: