



PLIGHT OF THE PEOPLE

Foreword

People Empowerment, as one of the priority areas for the TI Asia Pacific Department, also remains a core element of the TI Fiji Strategic Plan 2009-2014. In assisting the witnesses and victims of corruption, we have had the opportunity to hear and help the vulnerable in our society with their grievances and issues.

This publication shows that the majority of grievances raised by the people focus on our local educational institutions, workplace relations, contracts and agreements, property issues and forgery, leaving a portion of our population unsure as to where to go to for help when they desperately need it.

In our meetings and discussions with the relevant stakeholders and administrative officials, we have found that many officials are aware of the corruption risks involved, yet either turn a blind eye, or fan the flames of corrupt practices by malpractice, negligence, nepotism etc.

Transparency International Fiji has emphasized that trust is important and when the level of exposure to corruption increases for citizens, this trust is broken.

This publication hopes to address everyday issues that have been raised with TI Fiji, and how we have been able to empower individuals to combat corrupt practices and processes. With the intention of magnifying the issues to a wider audience, through the Fiji Times series of Friday circulation articles in 2010-2011, the translating of these experiences into the Hindi language/dialect, we hope to have raised the level of awareness amongst the other citizens, and which we are optimistic will result in change.

With increasing pressure for legislative reform, in areas such as Whistleblower protection, illicit enrichment, and stronger Integrity mechanisms, TI Fiji remains positive that the citizens of Fiji will stand up against the systemic corruption that has permeated our social, economic, political and traditional structures.

ALAC helps woman in Investment scheme

IN early February 2010, a Mrs Cakau visited the Advocacy and Legal Advice Centre alleging she had been defrauded by a scheme where she had invested a lot of money in.

Her husband died whilst serving in Iraq and as a death benefit, Mrs Cakau, received a large sum of money in 2006. She invested \$40,000 in the said scheme as future savings.

Later on, Mrs Cakau decided to withdraw from the scheme but she was only given \$20,000 of the \$40,000.00 that she had invested.

When she approached the scheme in 2007 for the remaining balance, she was told to hand over a car that she had just purchased as assurance of her refund.

When ALAC was involved with Mrs Cakau's case, she had not received the remaining balance owed to her nor had her car been returned. After writing to the police, ALAC was told the case had been referred to the State for independent professional advice.

ALAC's involvement was really to follow up and push for the case and ensure that it was dealt with expeditiously.

Have you gone through the same situation as Mrs Cakau? Have you faced similar problems with large sums of money you invested in schemes? Need help?

ADVICE TO CITIZENS

Next time you invest your hard-earned money, you should do your own background researching before handing it over, not only the investments but the people you are investing with should be thoroughly researched.

Make it your business to refuse investing any money unless you have a full understanding of exactly where you are investing your wealth and the benefits to you as an investor.

If someone makes an offer that seems "too good to be true" then you should suspect that something is not right with the offer. At times this offer may seem very difficult to resist because of the high returns promised to you.

You'll find many investment schemes and funds around with a variety of names, e.g., unit trusts, managed funds, listed investment trusts, superannuation funds, balanced funds, growth funds, income funds, capital protection funds, etc, but what's important is not the name or description.

The important thing for you to work out is, if the features of a particular scheme match your needs, then it is good value for money.

In order to thoroughly understand pensions and investments, and make the right choice for your circumstances, it is important to talk through your options with an independent person who has a financial background such as a pension expert or investment adviser.

He or she may recommend products from the whole range available in the market to help you understand your options and find the best financial solutions.

BEWARE!

Most countries will require anyone offering investments to be licensed. So call authorities such as the Reserve Bank of Fiji or the Office of the Registrar of Companies to check whether a person or company is licensed or not. Do not deal with any person or company that is not licensed.

Some investments can be very convincing and sometimes seem too good to be true. If you have a feeling of suspicion and doubt, investigate more to find the truth.

Beware of anyone giving you a guarantee that you will get a return from your investment or your money back if your investment does not work.

All investments carry a risk so don't be hoodwinked into believing

you can still get your investment if things fail.

Fraudsters are persuasive individuals and want to seal a deal on the spot.

They pressure you to invest and may offer their products for a limited time only. Do not rush and be fooled. Get a second opinion before considering any investment.

Fraudsters may seem very confident about the investment but fall short on details.

Familiarise yourself with the investment proposal, read carefully and try to fully understand it.

You may have a lot of questions after reading it and make sure your questions are answered clearly.

Investment scams target everybody in general but will make it seem like you're a special case for the company. You may be shown successes of past investors, showing reviews and testimonials of their high returns and financial success.

Those past investors may be fictitious persons or paid actors.

Fraud websites may look professional and seem to resemble a legitimate investment company. Check for contact details and verify the company's details and existence.

Also research the Internet for any references of the company. Contact any regulating authority in Fiji to verify the information provided by the person before you invest. Seek police assistance if need be.

Corruption and you

IN June 2010, an Indian national, Mr Jai, walked into Transparency International Fiji's Advocacy and Legal Advice Centre (ALAC) at 72 Pratt Street in Suva to make an official complaint against a local couple, Mr and Mrs Hari.

Mr Jai alleged the couple had defrauded a relative of his, Ms Anita from India, who had enrolled to study nursing at an institute in Suva, supposedly managed by the couple.

Ms Anita came across an advertisement about the institute on the Internet and after expressing her interest in the course, received an email from the International Manager of the institute stating that she was to pay a sum of FJ\$16,000 in enrollment fees.

Obviously, she was attracted by the way the institute was portrayed through deceiving photographs on the Internet and the promise of affordable fees and an ideal study environment.

Payments were made by Ms Anita to a bank account provided by the Institute in Fiji.

However, she did not receive any confirmation from the institute that they had received the cash neither did she receive her acceptance letter.

Mr Jai came to Fiji on behalf of Ms Anita to enquire about the institution and the progress of Ms Anita's application. This was because of the murky and suspicious response from the said couple.

Upon arrival in Fiji, Mr Jai was greeted at the airport by Mr and Mrs Hari, who also accommodated him while in Fiji.

The foreigner found out the institute had allegedly been tricking people from India, Nepal, Korea, Japan and other parts of the world into making payments to an institute that did not exist.

Then he came to ALAC.

He told ALAC that whenever he would ask the couple to visit the institute they would always postpone the visit, giving a variety of excuses.

During drinks one evening, the two parties had an argument regarding the issue at hand and Mr Hari chased Mr Jai out of his house and threatened him.

The neighbors overheard the argument and took Mr Jai in, out of the goodness of their hearts.

ALAC advised Mr Jai to lodge a complaint against Mr and Mrs Hari, with the police.

ALAC then referred the matter to FICAC and pursued the matter with police.



On September 18, 2010 police investigated the matter and later informed ALAC that the whole sum (\$16,000) was paid back to Ms Anita as requested by Mr Jai.

Does the story sound familiar to you? Have you been hoodwinked like this before? Do you easily believe in everything you see on the Internet and in other media?

Many of us are too trusting when it comes to advertisements and we fail in our duty to hold people accountable, whether they are individual citizens, corporate organisations and government officials.

Like this case, some are easily fooled into giving large sums of money to strangers and in the end falling prey to corruption and other forms of malpractice.

ADVICE TO CITIZENS

A lot of citizens easily fall into the trap of believing everything on the Internet is true or everything they see and hear about in an

advertisement in the media is 100 per cent factual.

One must note that the primary reason for advertising is to attract consumers to buy or use a particular good or service.

Hence, one must practice necessary caution before making a choice or committing yourself to a contract.

With the prevalence of corruption, dishonest individuals and the allure of making quick and easy money through bogus means, one must be vigilant at all times.

* Try not to be easily tempted by glossy ads, catch phrases and visuals.

* As a responsible citizen, you must carefully verify the addresses of emails you receive from all references to make sure they originate from the place of work or country where the reference person supposedly lives.

* Google the name of the person and cross check what you find.

* Check person's name and telephone number in the local telephone directory. When checking references, make sure you are talking to who you believe they should be. If it's a family reference, check to see that they are genuine family. If it's a college lecturer or professor, ring the main university or college and ask the receptionist if you could speak to them. If it's an academic institution, call the Ministry of Education and see if it is registered and recognised.

* Do not provide personal bank account details, passport numbers, FNPF numbers, FRCA tax identification numbers that could allow and encourage people to tamper with or alter.

* If you are suspicious and have doubts, trust your feelings/instincts. Ask someone who might know the truth or seek the assistance of a workmate, family member or someone that may be able to offer a second opinion. Talk to the police or any other relevant authority.

We all get lot of spam emails daily and some of these spam look like genuine mails. Some software on finding whether an email is genuine or not, is also available online.

This free email verifier lets you verify if an email address is valid, properly formatted and really exist.

The bottom line is, be a more responsible and smart consumer/citizen. Don't be another Anita. But if you have been tricked, deceived and hoodwinked by corrupt individuals, companies, institutions or groups and need help, ALAC is one of the many places you can get help from.

Students felt institute cheated

ON March 24, 2010, three students from a private tertiary institution in Fiji came to the Advocacy and Legal Advice Centre claiming that the school had defrauded them.

The students told the centre they had enrolled in a course whereby they were informed by the institution's manager that it was assessment-based and did not require them to sit for an examination.

They were further advised they would be given a six months work attachment and graduation would follow.

The students began the course in 2008 and completed it in 2009. Throughout this period, they alleged there was a high turnover of lecturers, students' progress was not monitored, and they were left to cope with their studies alone and had no form of assistance from any lecturers during assignments.

In April 2009, the students enquired about their results and graduation date. They were shocked when they were informed the course they had completed was a certificate level course which did not require graduation, that results were pending because all assignments were being marked out of the country and that the course did not require any work attachments.

Later in November 2009, all the students were informed that they had failed the course and had the option of re-sitting their course units.

[ALAC Intervention](#)

The angry students informed ALAC they had each spent FJ\$1300.00 and were not issued receipts. They further said to re-sit their units would cost each of them an additional FJ\$600.00.

The students were not given an option to recount their assessment marks but instead were given a deadline to re-sit their 12 units at a different institution.

The ALAC referred the matter to the Ministry of Education for their attention. A week later ALAC received a response from the Director of Fiji Higher Education Commission advising that they had made arrangements to meet with the CEO and chairman of the institution to discuss the case.

In October 2010, the Fiji Higher Education Commission responded to ALAC stating they had looked into the matter and received an explanation from the institution.

As a result of ALAC's intervention, the chairman of the institution committed himself to have the students re-do their assessments with three weeks of free tuition and assistance. The students were informed accordingly and the matter was marked successfully closed by the ALAC.

Has this same incident happened to you?

Have you faced a dilemma when choosing which tertiary institution to attend and deciding which offers the best curriculum and courses?

In fact, there are many higher education institutions around us that compete for students each year. Sometimes it becomes difficult for the student to make an informed choice of which school, university or college to go to or what to take up since they may look like they offer the same things.

ADVICE TO CITIZENS

Before you choose which institution to spend money on, for something as important as getting an education, you might like to ask yourself a few general questions and be cautious.

Does the institution have the required approvals from the Ministry of Education or any relevant authority to guarantee its legal status in Fiji?

If it is a university, then its courses must be approved by the University's governing body. If it is a non-university institution, then it can only offer diploma and certificates.

How specific is the program?

Do not enter into a contract if you think the programmes are not clear.

What is the method of payment of tuition fees and other expenses?
Be sure to choose a method that suits you and is flexible. Make sure that all payments and cash transactions are receipted. Keep this receipt for proof and documentation. You never know when you will need them.

Does the institution conduct the same programme in full-time campus mode?

It does help if you know the institution conducts its programmes in part-time mode as well. It will assure you that the institution has the necessary expertise in delivering the relevant program.

How does the part-time curriculum compare with full-time program?

It is better that the part-time curriculum compares well with the full-time program and programmes at other similar institutions.

Are the programmes relevant? Ask and find out how frequently programmes and courses are updated.

Is information accessible and sufficient?

Make sure that you gather as much information as possible on the institution and its programmes. Look at brochures, booklets, websites, flyers and pamphlets.

How do the present or prospective employers perceive the program?

Find out how many past students have been placed by the institute. Also ask a few companies, which require the qualification you want to pursue, if they would accept your programmes.

What kind of student support is provided by the institution?

One should always look for study centres near one's place of work or residence. Verify if the study centre's have the required expertise and experience available with them, in terms of faculty and resources.

How many students are undergoing instruction in the chosen study centre in the respective program?

Some study centres end up having more students than they can handle. So, it is important to find out the ratio of students to lecturers/tutors at the centre.

Who evaluates the students?

It is important that the institution takes responsibility and is fully involved in the evaluation process. Also, examination schedules must be flexible and preferably online and on demand.

What support services does the institution have?

More the merrier must be your mantra. They must have online support for course materials, assignments and project work submissions, placement support, audio visual learning aids, and learning facilities.

What is the total cost of undergoing the program?

What is the experience of students who are undergoing or have undergone the program earlier?

Finally, please ask a few students who have passed out of the program about delivery and quality of materials, level of customer support provided, quality of their query handling and doubt clearing services and their ability to conduct exams and deliver results on time.

Have you spoken to someone?

Get a second opinion and advice from someone about the institution

Workplace fairness

Case 1: Missing Deductions

Mr R worked for a well known security company in Fiji to support and maintain his family needs. He received \$75.00 a week and his salary slip showed that \$6.55 was deducted towards superannuation.

However, this was not happening. The employer was not deducting his salary as later discovered by Mr R.

When ALAC enquired with the Fiji National Provident Fund, the only deductions made that were on record was that from his previous employer.

Case 2 : Sacked Without A Warning

Ms A had worked as a waitress at a well known restaurant for 6 months. One day, she tried to negotiate and control a rude customer who visited the restaurant to buy a meal.

As a result of the incident, she was sacked on the spot. She was not given any verbal warning and when she questioned her bosses about her contract they chased her out of the premises.

Case 3: Redundancy Package Questioned

Mr T had been working for 34 years as a crane driver. He was to be given a redundancy package of \$152,000.00. However, he passed away a few weeks before receiving his package.

His daughter and wife were only given \$56,000.00 and no explanations were given about the remaining balance of \$96,000.00.

Have you been in one or some of these situations before while being employed? Have you felt that you have been cheated and unfairly treated?

ADVICE TO CITIZENS

Make it a business to keep all salary slips as these are evidence of all deductions made from the wages you receive for the work you do. Salary slips are a great source of information. Don't just throw them away!

Not only that, also note the information on your salary slip. Note the working hours recorded, your rate per hour, your gross wages, all deductions and your net wages. Make it a habit to recalculate what your pay clerk has done. Is the information recorded all correct?

Corrupt people prey on your ignorance and lack of knowledge. Do not give these people the opportunity and space to do their trickery. Let them know you are in control!

If you notice an anomaly in your salary slip, discuss this with your finance section as soon as possible. They will need to assist you, at least by way of explaining things to you. If you feel something is amiss and just not right, talk to an employee you can confide in.

Based on the situation, talk to your union representative and see if he or she can assist you with rectifying information regarding any case of over deductions or under payments.

If you were employed under contract, make sure you understand the terms and agreements under that contract. Ask for an explanation or clarification if you are not clear about any clause.

Make it your business to understand other policies of the organization or business you work for, especially their grounds for dismissal.

Find out what constitutes those grounds and what can warrant an instant dismissal or a simple warning.

If your gut feeling tells you have been unfairly dismissed from work, visit your union office and talk to an officer.

Do not expect your case to be resolved instantly, as it often can take some time and a bit of resources.

Handling rude customers can be frustrating. Try to be polite always and refer them to your boss or supervisor to avoid being in their line of fire.

Remember that nobody has the right to physically or verbally abuse you whether in public or private. You are protected by the law.

Use this knowledge to remain calm and firm when serving the public, especially rude and violent citizens.

If you are abused or insulted in any way, tell your employer about it and report the matter to the police if need be.

If your employer shows you, through your salary slip, that deductions are being made from your wages, do not lose your vigilance. Corroborate this information with the organization the deductions were supposedly made to.

Do this regularly to keep a tab on cheating employees and employers.

If you are unsure of anything or suspect something is wrong, please ask anyone who might be able to help you.

Do not sit with your problems and suspicions and expect assistance. You must make the first step by letting someone know.

The more the sum of money involved the more reason you must be concerned with employment-related unfair treatment. But this does not mean that you ignore minor cases.

Treat it this way, there is no petty case! A complaint over a minor case may help unearth serious cases of corruption involving millions of dollars.

Be a vigilant citizen and know that as a responsible one, you must question people, institutions and processes if you think they are not being transparent and accountable. This is your duty as a true citizen of Fiji.

Bad handshakes

A Mr H owned a contracting company which specialises in boat building and repair.

He had signed a Memorandum of Understanding with the owner of an established shipping company for repairs to one of the shipping company's boats in 2010. Work included repairs on the deck, bulwarks, deckhouse and hull.

According to the MOU, the shipping company was to pay 40 per cent of the total price upon commencement of work, a further 40 per cent upon completion and a balance payable of 20 per cent upon completion of the deckhouse and hull.

During the signing of the MOU, a witness was brought in to witness the signing of the MOU by both parties.

Although work took more than agreed time of completion, Mr. H claims to have not received full payment from the Shipping company.

According to Mr H, the shipping company wrote to him and informed him that they were not in a position to pay all legitimate claims yet as they were facing financial constraints.

Even after several attempts at trying to recover his money, which has greatly affected his business because of the large amount, the shipping company still has not been able to meet its financial obligation under the MOU which was agreed to and signed in good faith with the understanding that both parties would be bound by its terms and conditions.

Does this situation sound familiar? Have you been in the same dilemma before regarding an MOU?

ADVICE TO CITIZENS

A Memorandum of Understanding (MOU) is simply a written agreement to identify the working relationships and guidelines between collaborating and partnering entities. An MOU spells out

common understandings.

It clarifies what kind of support will be provided and outlines specifics of communication and duration. It defines the rights and responsibilities of each involved entity. An MOU may also be called a Memorandum of Agreement (MOA) and these terms may be used interchangeably.

In the past, many successfully established relationships with many partners and entities without written documentation. However today, MOUs are now considered part of the standard operation procedures with all partners, recognizing the cooperative relationships, providing general definitions of each partner's contributions, and documenting the association among all parties. In order to serve these purposes, the MOU needs to include several basic components.

PURPOSE: This section identifies the name of each partner entering into the agreement and describes the purpose of the MOU. Why is this MOU being established? Briefly state the reason for collaborative relationship of the parties included in the MOU. What is the official name of each organisation?

INTRODUCTION: This information more fully describes the mission, vision, and goals of each partner entering the MOU. What are each partner's mission, vision, and/or goals?

ROLES AND RESPONSIBILITIES: This section states the role and responsibility of each partner included in this MOU. It states how each organization will support the relationship established by the MOU and what each will individually contribute to the effort. What roles or responsibilities will the partners work on collectively (jointly) and how will they be accomplished? What roles or duties does each individual partner take full responsibility for in this partnership?

MEETINGS AND REPORTING: This section defines how and when the partners will meet for purposes of ensuring the compliance of the MOU. It also includes specific reporting agreements. How many times will the partners meet during the duration of the MOU? What will be the format for these meetings (face-to-face, teleconference, etc.)?

DURATION: This section describes when the MOU begins and ends. When will the MOU take effect? When will the MOU expire?

AUTHORIZED SIGNATURES: An authorized individual from each organization will sign and date the MOU. Each organization's support of the agreement will be represented by the signature of someone who serves in a leadership role for each partner. It can be a committee chairperson or board president for other agencies involved in the MOU. Do the signature lines include the written signature, printed signatures, title of person and date of signing? Are those signing the MOU the authorized persons for each individual partner?

The Values of an MOU

* Sets a better tone for participation

Creating an MOU makes both partners more familiar with regulations.

Negotiating an MOU raises both entities' awareness about their responsibilities to involve the other entity in decisions or program policies.

It also gives organized program participants the opportunity to define participation in ways that are truly meaningful to them.

* Builds a stronger working relationship

The process of actually negotiating an MOU helps participating entities build a better working relationship, better listening skills, and more empathy for the issues that the other group faces.

* Sets up a structure for a partnership

An MOU puts the partnership between the entities in writing. It provides a structure for a working relationship.

Clarifies how regulations will be interpreted.

An MOU can clarify how your program will carry out its responsibilities under these policies and rules.

* Protects organisations' rights over time

An MOU protects both groups over time, because it makes it clear that the group has certain rights and responsibilities no matter who is in the current leadership role.

1. If you are a party in an MOU, you must be party to its drafting and should take part in negotiating terms. The MOU should reflect collaborative efforts made by parties to reach a working agreement.

2. Check all options and all the words in the MOU, including the date, because that is what determines the business activities.

3. Seek clarification if you are not sure of any clause or paragraph in the MOU.

4. Make sure that roles are clearly set out and ensure there is something in the MOU that deals with processes needed when dealing with conflicts, should they arise among parties.

5. Have two or more witnesses who are trustworthy, honest and responsible to witness any signing.

6. Make sure you have a copy of the MOU and keep it safely for proof and documentation.

7. Honor and keep to the guidelines set out in the MOU.

8. Ensure that there is a provision for periodic review of the MOU, should you find difficulties along the way.

Resolving money issues

On February 10, 2010, a Mr L wrote a letter to the ALAC stating that he wanted to lodge a complaint against Mr Y, a licensed moneylender who was charging interest of 40 per cent to his customers.

Mr Y had been operating for the past 30 years and was charging a very high interest rate to his customers. His interest rates were as such, 20 per cent for the first two weeks and an extra 40 per cent for the weeks that followed. Twenty years later and Mr L was still trying to pay off his credit.

The law on normal interest rates should be only 12 per cent over any given period of time. Mr Y on the other hand, was charging almost twice as much as this and people who borrowed money from him were suffering with payments.

ALAC took Mr L's letter and forwarded his complaint to the Consumer Council of Fiji who investigated the matter and called a meeting with Mr Y.

From their meeting, Mr Y admitted that Mr L borrowed money and usually paid back once receiving his monthly pension cheque. Mr Y agreed to waiver all payments that Mr L had for that year (2010).

On September 13, Mr L met with the Consumer Council officials who informed him of Mr Y's agreed proposal. Mr L informed the ALAC and Consumer Council that he was satisfied with the outcome of this meeting.

Been in a similar situation? Almost everyone has some form of debt, whether it is money owed on a credit card, a bank loan or overdraft, or a car loan or mortgage.

ADVICE TO CITIZENS

- * Try to avoid moneylenders, unless it is absolutely necessary.
- * Check to find out whether a moneylender has a valid license to

operate.

* By approaching moneylenders, you open yourself up to extortionate rates of interest and, in worst case scenarios, intimidation and violence if repayments are missed.

* When in need of financial help, get assistance and advice from someone you can trust, like a friend or relative.

* Get advice from organisations that are set up to do so. These channels of support can help prevent people from feeling they have no one else, but exploitative moneylenders, to turn to.

* Unresolved money problems do not just affect people's wallets as they can cause unnecessary strain on relationships, create further issues relating to housing and can even lead to a deterioration of a person's wellbeing and other health problems. So it is vital that these difficulties are not ignored as they will not go away without the right help.

* Some moneylenders or sometimes called 'loan sharks' operate unlawfully. If an individual borrows from a loan shark it is likely that they will get a loan on very poor terms, pay an extortionate rate of interest, be harassed if they get behind with their repayments and be pressured into borrowing more from the 'loan shark' to repay one debt with another.

* If you need a loan, always go to a licensed and reputable lender who will consider lending to you even if your income is low, your credit rating is poor or you only need a small amount for a short while.

* If you are on a low income and you need to borrow a small amount for a short time, look into borrowing from a Credit Union. Credit Unions encourage you to save what you can and only borrow what you can afford to pay back.

* If you are asked for your benefit book as security for the loan then it is likely that the lender is a 'loan shark'. Licensed lenders would not ask for your benefit book.

* Always shop around for credit, just because a lender is licensed it does not necessarily mean you are getting a good deal.

* There are some key things to remember if you are struggling with debts: Don't feel guilty, millions of people throughout the country are in the same position. Don't ignore the problem, it won't go away and don't panic.

* Do not borrow money to pay off debts. Be honest, do not try to hide debts.

* Use information in this article and others, to be able to make reasonable offers to creditors. Ensure you sort out priority debts first.

* Do not ignore letters and telephone calls from creditors.

* Be realistic when working out your budget.

* Check with creditors if you have payment protection.

* Always keep copies of letters you send and receive

* If you are harassed by moneylenders, do not hesitate to report them to authorities such as the police or Consumer Council.

* If you are unable to meet your payments, discuss this with the lender and negotiate with them. Ask for an extension of payment deadline and state your reasons.

* Ask for clear and unbiased advice on how to manage your money better. The right money advice can make a difference to your life. And, when you take steps to manage your money better, you can live better too.

A Land Complaint

A Mr J came to the ALAC in 2010 to lodge a complaint against a member of his "mataqali" or clan. He came forward on behalf of the mataqali members to inform the ALAC about an incident that had occurred earlier on in the year.

One of the village clan members, Mr P, who was working in Suva at the time, had done a private dealing with a foreign investor who was at the time looking for a piece of land to construct an industrial site. The two men met on several occasions whereby the clan member privately tried to sell off the mataqali land to the foreign businessman.

With the lure of big bucks and easy money promised by the foreigner, Mr P got hooked and fell into the corruption trap.

After several meetings, the land was "legally" sold to the foreign investor who immediately made plans to begin work on the piece a few months following the transaction.

The villagers were surprised to find the foreigners on their land and as a result a feud broke out between the two parties.

Mr J told the ALAC that the foreigner provided genuine documentation stating that the land was sold to him for a large sum of money by Mr P. It was then that they realized what had happened. Mr P had privately sold the foreign investor the mataqali land, took the cash and immediately fled the country.

All this was done behind closed doors and without the knowledge of the fellow clan members.

The mataqali stopped work on the land and the foreigner wanted his money back.

Mr J came to the ALAC seeking available legal remedies to the situation.

Sounds real to you? Have you been hoodwinked before by any of your own clan members before? Lost huge sums of money in this manner before?

ADVICE TO CITIZENS

Always maintain a cordial and good relationship with your clan members. This will help avoid cases of dissension and conflicts over resources

If you are a landowner, ensure that due diligence is done before you consent to the sale of land for development purposes or for business ventures

Remember land is security and unscrupulously selling group-owned land will have dire consequences on the survival of clan members who depend on the land for a living

Backgrounds and personal information about businessmen and business entities who come with promises of huge sums of money and employment must be carefully checked before any consent is given

Consider the environment when giving away land or selling it for development purposes. Think of how any case of environmental degradation will affect future generations

Any development on land must only be done after an Environment Impact Assessment. This is to ensure that damages to the landscape and natural environment is minimized

If you are selling land to an unknown buyer, ensure that you get the true value for the land by getting the advice of a professional land valuer. Better still, get three different opinions.

Seek advice from those who own land or had bought land before. They might help you fall into the hands of a corrupt businessman or buyer.

Beware of land sales advertised over the internet. Do not make any payments until you are sure the seller is genuine. Land and

companies may not exist. Do not be attracted to photographs

If you intend to buy freehold or native land, ensure that the owners are genuine. Seek the assistance of authorities for clarification on land tenure status etc.

* If you suspect that you might be conned or exposed to a scam/ shady deal, report it immediately to relevant authorities such as the Police or the Reserve Bank of Fiji

Right, the first time

Case One

A Mrs D of Nadi wrote to the ALAC to complain about the services she had received. Her husband had died and she had to travel a long way to collect her husband's death certificate.

Before leaving she had made copies of their birth and marriage certificates.

However, to her disappointment there was an error in her father-in-law's name which had previously been F... V... but now interchanged to V... F...

Mrs D alleged that before her husband died, he had written to the office concerned (early August 2006) requesting amendments to his father's name (Mrs D's father-in-law). However, when she visited the ALAC, nothing had been done.

Mrs D told the ALAC that running around for this minor mistake had greatly affected their daily living as bus fare and time were wasted travelling to and from the West.

She said she had also spent money trying to correct the typing error.

Case Two

There was a similar situation brought to our attention during one of our many workshops around the country.

A Mrs P informed us after one of our sessions that she had been sitting on an issue that should have been raised earlier. She had gone to a public office for a copy of her birth certificate.



She was told that she had to pay a fee

of \$2.20 to get a copy.

She paid the amount only to find that there were three changes to the information provided in the birth certificate.

Her name was spelt incorrectly, her father's name was not included and her place of birth was different. She went back to inform the officers of the mistake, however, she was told that she would have to return another day to collect the document as the officer in charge of typing the information was on lunch break.

So she made the changes on the document, submitted it and returned home. One week later when she went to collect her document, she was told that she had to pay a fee of \$5 to collect her document. She was outraged as she had only her bus fare to return to Nadi with some shopping money.

Been in a similar situation?

ADVICE TO CITIZENS

* Know where you need to go to get vital records such as birth, death and marriage certificates.

Nowadays, you can get those from any post office near you and don't have to spend money like before when the service had not yet been decentralised.

* Note that for birth certificates, you will be required to pay \$2.20 if you get it from the main office in Suva. At post offices, you will be required to pay \$5 and probably a bit more for post offices in the rural areas. Prices of death and marriage certificates may differ.

* Ensure that when you fill in forms for the first time, write clearly using block letters to prevent the officer responsible for punching information into the computer from making mistakes.

* Avoid using cursive handwriting. They may be illegible to the officer

recording information.

* Check that names, places and dates on the form you submit are accurate and spelt correctly.

* When you pick up vital records for the first time, re-read the document to ensure that there is no mistake on it.

* For the first registration of records for newborn babies, ensure that information recorded at hospitals is correct.

* If someone is sent to collect your child's records from a hospital for registration purposes at the registrar's office, ensure that this person checks records again. It may have been entered wrongly.

* Do not think that a word (even a missing alphabet) that has been spelt wrongly or a date that has been changed is not a big deal. It may cause problems for you in future when dealing with Taxation Identification Numbers (TIN), employment (FNPF), passports and driving license.

* Once you notice an error, redo a new document there and then at the office. You don't want to go all the way to Vanua Levu or Lau and return later to correct an error which you could have done during your first trip.

* Be prepared to spend a bit extra to correct some documents. You may need to engage a lawyer, depending on the situation.

* For those who live in remote, rural areas of Fiji ensure that you register information on births, deaths and marriages as soon as you can. Treat it as urgent. Do not sit with it for long and only act when something drastic happens. There have been a few cases where a death happens without the deceased having a birth certificate as a proof of life in the first place.

* When giving anyone the task of registering information and getting these vital documents, especially if you live far away from the towns and cities and have to send someone on your behalf, ensure that instructions you give are clear and accurate. Written information

Terms of Employment

Mr N is an information technology engineer (IT) specialised in computer sales and services from basic computer works to engineering hardware and software.

In 2008, he worked on the construction of a primary school computer lab in Tailevu alongside a Mr T.

Mr H, who was a member of a school committee from a rural school, admired the work of Mr N and sought the advice of Mr T who was a friend.

Mr H informed Mr T they had acquired assistance from a prominent corporate organisation in Suva and had built a computer lab as well in their school.

However, there were only a few people who knew about computers in the school.

So they asked if Mr N could have a look at their school lab and maybe have a talk with the entire school committee on what his expenses would be if he were to teach eight people from the village, consisting of schoolteachers and a few committee members.

Mr T spoke to Mr H about the school, the village folks and the level of illiteracy there and asked Mr N to help them out. Mr N agreed and spoke to the committee.

The committee heard Mr N who was then told to start on December 1, 2008.

His class included people who had never touched a computer in their lives or had very little knowledge. Mr N alleged that on day one, nine people turned up for classes instead of the agreed eight.

The committee paid Mr N \$400 on December 2 while the contract was not signed until December 9 because Mr H was busy. Mr N understood the village difficulties so he continued to teach and after

completing Module One, the committee paid Mr N \$50 with a balance standing at \$625.

Later, Mr H started ignoring Mr N's phone calls and started giving Mr N false dates as to when he would be paid. Teaching continued at the school and everyone was learning exceptionally well, this included the ninth person whom Mr H had insisted should take the course.

Mr N and Mr T both tried contacting Mr H who refused to answer his phone calls and when they finally managed to speak to him, he told them the same thing, "I will call you Monday".

When Mr N sought ALAC's assistance in 2009, he complained that he had not been able to get his money from the school committee. Mr N stressed the fact that he had a family and elderly father to look after and badly needed the money. ALAC wrote to Mr H who refused to respond and co-operate.

Have you been in this mess before? Sounds all too familiar?

The centre knows that many of our citizens have been misled or treated unfairly by prospective or actual employers before.

We hope that the advice below would prevent others from falling victims in future.

ADVICE TO CITIZENS

Contract clarity

Ensure that your terms of employment are clear and agreed, with particular emphasis on job description, hours of work, place of work, work benefits, bonus, overtime pay, leave entitlements etc.

Signing the contract

Only sign on the dotted line if you are 100 per cent happy with the terms and conditions on offer and have ensured that any verbal amendments have been written into the contract.

Consider taking legal advice. Keep your contracts in a safe place.

Accommodation

You may be offered "suitable" accommodation, but by whose standards? It may be single or shared accommodation, an apartment or house on a compound.

Employer credibility

Ask yourself how credible or reliable your prospective employer is? Does the employer have a history of fooling workers? Is there a history of high staff turnover? Is the employer financially stable and does this match the promises made to you?

Retirement benefits

Make sure that your superannuation deduction to the FNPF is addressed if your salary range warrants this. If you earn below the threshold, you can still make deductions to the FNPF as a voluntary member.

Insurance

Is medical or life insurance being provided by your prospective employer? Are you also covered outside working hours and on leave?

Relocation

For certain jobs, you may be required to relocate. Who pays for shipping your furniture and belongings, including the trip home and storage costs?

If the company pays for relocation at the end of the contract, is this dependent on completion of the contract, or does it include early termination?

If so, do the circumstances of termination affect who pays for the

relocation? Who insures the items against damage or loss?

Transport entitlement

Some form of transport is usually provided with some contracts or it may just be a travel allowance.

Your transport may be limited to the hours you actually work, and not available to you out of working hours. Check the insurance arrangements in detail and ensure you are fully covered to drive the vehicle at all times.

Leave entitlements

How many days leave will you get per year and are they paid? What are local public holidays? Will you get paid leave for these days? Are there any requirements to take holidays at certain times of year?

Salaries

If asked what salary you want, always ask the prospective employer to give you an indication of the going rate.

They are in the business of employing people so they are in a good position to advise you. But do not hesitate what you want after all it is your life at stake.

Make it your business

In 2010, a certain worker, Mr T, who worked for a corporate organisation was suspended from work over a case which management said, was the result of "negligence" and "misconduct".

Mr T was team leader on a field job, to oversee workers of another company, contracted to carry out maintenance work in the outskirts of one of Fiji's major urban centres in late 2009.

During this assignment, an unqualified worker of the contractor almost caused death and destruction, when he made an error while carrying out his task.

Two homes were damaged as a result of the incident.

Management of the corporate organisation viewed the incident as a serious misconduct which could have resulted in a fatality.

Mr T, being the officer-in-charge, was suspended as a result of the incident.

Mr T thought he had a case and came to the ALAC in early 2010. His union also appealed against his suspension.

The advice below does not imply putting the blame on the worker or employer but hopes to give workers some information to consider when faced with disciplinary action or suspension.

ADVICE TO CITIZENS

Be prepared and seek advice.

Losing your job or being under investigation at work is a worrying experience.

To have the best chance of continuing your employment and your working relationship with your employer you need to be fully prepared.

If you are a member of a trade union, you should contact it for advice and ask for a trade union representative to accompany you to any meetings with your employer.

Disciplinary procedure

Every employer should have a written procedure setting out the rules and standards expected from all workers and the procedures the employer will follow if disciplinary action or dismissal is being considered.

Dismissal should not be considered for a first breach of disciplinary rules unless the matter is regarded as so "serious" that it is considered to be "gross misconduct".

The disciplinary rules should give examples of acts which the employer considers to be gross misconduct (e.g. theft, fighting, fraud, gross insubordination).

If you do not already have a copy of the procedure, ask to see it and make sure you understand it before any disciplinary meeting takes place.

Better still, acquaint yourself with the rules and be well informed on human resources and staff employment issues.

Disciplinary guidelines

Some workplaces may have disciplinary guidelines.

Some fair disciplinary measures include:

- * Your employer should raise and deal with issues promptly;
- * Your employer should act consistently
- * Your employer should carry out any necessary investigations;
- * Your employer should inform you of the allegations and give you the

opportunity to put your case before they reach a decision;

* You should be allowed to be accompanied to any formal disciplinary meeting;

* You should be allowed to appeal any formal disciplinary action.

Suspension

If the allegation is serious enough, the disciplinary procedure normally allows an employer to suspend a worker pending an investigation.

You should receive your normal pay throughout any period of suspension.

Being suspended is not a disciplinary penalty and does not mean that your employer has already reached a decision.

It should be seen as a neutral act to allow your employer to carry out a full investigation. If your employer tries to suspend you without pay, or if your suspension goes on for an excessive period of time you need to seek advice.

Attendance at an investigatory meeting

You should attend and answer any questions as best as you can.

Your employer does not have to prove that you have breached the disciplinary rules, but only has to have a reasonable belief before taking disciplinary action, and if you refuse to answer questions, your employer may assume that you are guilty.

If you accept the allegations against you, make sure you tell your employer about any mitigating circumstances (e.g. you were unaware that what you did broke a disciplinary rule, other workers have done exactly the same as you and no disciplinary action has been taken, this is the first time that anything like this has happened, you have had insufficient training or you were under extreme pressure at the time).

Following the investigatory meeting

If your employer accepts that you did not break a disciplinary rule or that there were sufficient mitigating circumstances; that will be an end to the process, and if you have been suspended you will be asked to return to work.

Otherwise, you will probably receive a letter asking you to attend a disciplinary hearing.

Preparing for a disciplinary hearing

The allegations against you should be set out fully in the letter calling you to the disciplinary hearing.

If they are not or you do not understand them, ask your employer for more details or for an explanation prior to the hearing.

Your employer should have already provided you with copies of the following:

- * Notes of any previous meetings;
- * Any relevant witness statements;
- * Any documents your employer intends to rely on;
- * Any other documents which you think are relevant to your defense of the allegations.

If these were not enclosed with the letter, you should ask for copies to be provided to you before the meeting.

Prepare a list of everything you want to say, all the questions you want to ask and of everything you disagree with in the information provided to you by your employer.

If possible write a statement giving your version of events. Make sure you have any documents which support your defense (e.g. past

appraisals, time sheets, emails).

Disciplinary hearing

Hand over to your employer copies of any prepared statements and any further documents that you want to be considered.

Answer any questions as best as you can and challenge anything that your employer says that you do not agree with.

If you believe that the real reason you are being disciplined is not the reason your employer has given, you should say so at the hearing.

At the end of the meeting make sure you have covered everything you wanted to say.

You may be told the result of the hearing at the end of the meeting but quite often your employer will write to you to tell you the result.

Appealing a disciplinary sanction

Disciplinary sanctions include verbal warnings, written warnings and dismissal. Some disciplinary procedures allow penalties of unpaid suspension or demotion. If you are disciplined or dismissed and you disagree with the outcome you should appeal as soon as possible. The letter from your employer advising you of or confirming the outcome of the disciplinary hearing should tell you to whom and by when you should appeal. Possible grounds for appeal are:

- * Your employer failed to carry out a thorough investigation;
- * Your employer failed to consider all the evidence;
- * Your employer failed to consider the evidence fairly;
- * You have found further relevant evidence;
- * You have been treated more harshly than other workers for the same offence;

Long Term Gains

Mr and Mrs V came to the Advocacy and Legal Advice Centre (ALAC) in late November 2010 seeking assistance on a financial matter that had been bothering them for some time.

Mrs V was no longer employed and had wanted to withdraw her remaining balance of \$1000 plus from her Fiji National Provident Fund account. After enquiring on numerous occasions, she was told that she could not do so.

They came to the ALAC to assist them with information on policies dealing with withdrawing remaining balances from a member's account. Been in a similar situation like this before? Have been caught in a dilemma of not knowing what to do? Had a lack of information about the fund caused you frustration in the past?

ADVICE TO CITIZENS

The FNPF was established to encourage workers in Fiji to put money aside during their years of work, for their enjoyment after retirement. It was not established to allow workers to withdraw money when each need pops up in life.

* Nevertheless, the fund's policies have changed over the years to allow for withdrawals after unexpected events and other times of extreme difficulties when money is really needed.

For example, these may be funerals or to accommodate urgent medical needs, but will require you to strictly follow a set of criteria.

* If you are young and have some money in your account, do not treat this as an easy opportunity to get money out. See this amount, no matter how small it may be, as a seed fund which you can add to and build on to increase your savings for the future.

Think of your wellbeing when reaching old age and how you can take care of yourself after retirement or when there is no direct financial support from your children.

* You can also be a voluntary FNPF member and do not necessarily have to work under an employer to save for the future. Forms are available from the FNPF if you would like to become a voluntary member.

* Just because you are a member of the FNPF, do not think you can withdraw money out from your account at any time and for any reason. Withdrawals will have to be in line with the fund's policy guidelines on withdrawals.

* To withdraw in full, you must be over 50 years, have a balance of \$2000 or less, must be unemployed for the last three years. Once you withdraw on this ground, you cannot re-join as an FNPF member. In the ALAC case, Mrs V had not reached 50 years, hence, she could not withdraw in full.

* Familiarise yourself with FNPF's withdrawal guidelines and seek assistance from the fund's officers at any Customer Care Centre near you.

You can also get help by phone if you live in an area far away from a fund office.

* Be reminded that the fund recently announced new legislative and policy changes and will continue to announce any new changes in the future. It is your duty as a member, whether you are an employer, worker or pensioner, to learn about these new policy changes.

* Print publications have been made available in the past and more information can be accessed through the FNPF's website should you need more information on your entitlement as a pensioner, worker or employer. Be an informed member. Know about the fund and its policies.

In the past, some members have used natural disasters as means of getting their FNPF contributions out even though they did not really need to.

Verify your Plans

Mr S came to the ALAC in August this year seeking legal advice regarding a proposed plan to build a dairy canteen on his piece of land.

According to Mr S, the land that he resided was the property of a housing organisation in Fiji, whom he approached early this year for permission to build a dairy canteen to cater for the needs of the residents in his neighbourhood.

He was granted permission by the housing organisation to which he paid the consent fee of \$367.

On the same day, he filled in a building application form with the relevant authority.

After a few days, Mr S was asked to submit a plan of his dairy canteen to which he kindly provided.

The plan was however rejected by the relevant organisation mainly because of the fact that a designated commercial plot lay within 100 meters of the proposed site of the dairy canteen or shop.

Different organisations have different policies and regulations and Mr S was unaware of this.

In this case, Mr S was advised to appeal the decision and show cause why his plan should be reconsidered.

The onus was on the organisation concerned to decide whether Mr S had provided sufficient justification as to why his plan should be reconsidered.

This means they may have falsified information or collaborated with certain individuals to get money out. Remember your rainy days, when you'd really need money to survive and not just think of short-term gains of a few hundred dollars.

* Falsifying information to withdraw money is a crime. If you are caught, you will be dealt with by the long arm of the law. Be a person of integrity. Do the right thing!

You might have gone through this problem before and if you have, below are some things you will need to look out for in the future.

ADVICE TO CITIZENS

Before venturing into any business or building any structure, make sure that you get authorisation from all relevant and required authorities.

In most cases, especially in Fiji, you will need to get consent from a number of offices. Seek advice on the various offices you may need to get authorisation from.

Ask a relative or friend who could help by giving you the information you need.

It is always advisable to know and familiarise oneself with the policy regulations and laws prior to making financial commitments.

It might also be wise to know the exact land boundaries of neighbors adjacent to you in case of future conflict over demarcation of property. See whether there are commercial blocks available in the area.

Ensure that any plan takes into account proper drainage systems as this might affect flooding and security of your property and others' as well.

In the past, some flooding within residential compound was the result of poor drainage systems.

Bear in mind, the privacy and security of other property owners living next to you if you want to set up a business.

Ask yourself whether your plan will affect others in terms of having less privacy, increased noise pollution and nuisance.

Sometimes, income-generating ventures like setting up a billiards shop within your home boundary may inconvenience neighbors.

The influx and converging of youths to such a set-up could encourage idleness, peer pressure and other forms of crime in the neighbourhood.

Do not commit money and start building structures on the land until you get the necessary approval.

You may lose money or may have to pull down those structures later if one authorising office turns down your application.

Sorting rental deals

Case One

Mr A informed the ALAC they have been renting in area X since April 2010. Since then until today, there has been no water at their premises. The landlady had promised them on numerous occasions that she would fix the problem but nothing was done.

Mr A pays \$280 a month in rental and in December 2010, they decided to only pay \$140 because they still did not have access to water, and this had been bothering and inconveniencing them. On January 12, 2011 the landlady came and possessed some of their household items (gas stove, double bed, weights set, radio, and dining table) since they only paid half the month's rent. Mr A paid the balance, however, the landlady refused to release their things. Mr A had also informed ALAC there was no Landlord and Tenancy Agreement and they had not been issued with receipts for payments of their rent. ALAC referred the matter immediately to the Consumer Council of Fiji for its assistance and intervention.

Case Two

Mrs B approached the ALAC via telephone seeking possible solutions to her tenancy problem. According to Mrs B, her landlord had verbally told them to evacuate the premises because of issues over the keeping of pets in the compound. There was no provision in the Landlord and Tenancy Agreement stating that animals were not to be kept in the compound. Two days prior to calling the ALAC, Mrs B's husband had been verbally told they had to vacate the premises immediately.

No written or prior one-month notice to evacuate was given to the couple, which they felt was not fair.

According to Mrs B, the landlord had allegedly taken their dog. When they fetched for it to feed they noticed it had gone missing. ALAC had advised Mrs B to seek advice and assistance from the Consumer Council of Fiji.

There probably have been many similar cases like these before and many citizens may have in the past faced the dilemma of being unfairly treated by their landlords.

ADVICE TO CITIZENS

Always keep receipts or proof of rental payments made, which should clearly show the names of the landlord and tenant, the date of payment and the reason for payment.

Ensure that you sign a Landlord and Tenancy Agreement before you move into a house or flat on rent. Read the contract carefully before signing by going through each clause or paragraph in the agreement. Take your time. Ask the landlord to take it home for a thorough reading.

As a tenant, you have the right to seek clarification on any clause in the agreement that does not make sense to you or is not clear. It is also the landlord's responsibility to clarify parts of the contract that need further explaining. Make sure the contract suits you and your lifestyle. You do not want to be a prisoner in your flat or end up fighting with your landlord every week over a contract clause. Some landlords do not allow visitors, some put a limit on the number of visitors you can invite to your flat and others place curfews on their tenants. If you think these restrictions limit your freedom to enjoy life as a citizen, look for another home owner. Make sure your monthly rental payment falls in line with your pay day to ensure that you always have money every time your rent is due.

We cannot avoid unexpected encounters where we may find ourselves absolutely broke as a result of a death, accident or sudden medical expenses. Talk to your landlord about your financial situations before your payment date and give him or her assurance that you will pay up as soon as practicable. Do not allow your landlord to bully you if you think you have not done anything wrong. Seek advice from a friend or relative on what to do if you think you have been unfairly treated. If things go out of hand, such as the use of threats or verbal abuse, report the incident to police. You could also get help from the Consumer Council of Fiji.

Before signing a Landlord and Tenant Agreement, make sure that

utility bills are written under your name and that the landlord and previous tenant had cleared electricity and water bills. Having the bills under your name will ensure that you get them on time and that you may never have to face water and power cuts as a result of delays in the handing over of bills to you by the landlord.

Below are some issues you need clarified in your Tenancy Agreement:

* Rent

Ensure the contract shows the rent amount due at the end of each month, the date of payment per month, the method and place of payment.

* Bond

Know what bond amount you are required to pay in advance and ensure the landlord issues a receipt of the payment of bond, specifying the bond amount and the date of bond payment. Note the bond will be refunded to the tenant at the expiry of tenancy and if the landlord has inspected the premises and is satisfied that there are no damages to the premises. Note that if the building has some damage, the cost for renewing or replacing these will be deducted from the bond money, so you better not expect a full refund of your bond.

* Condition of the premises

The landlord must ensure the premises are maintained and the tenant's responsibility is to ensure that the property is not damaged by neglect or intentional damage.

* Damage to the premises

The tenant must ensure that care is taken to avoid damaging the rented premises and any common areas. If the tenant becomes aware of damage to the rented premises, he must give notice to the landlord of any damage to the premises as soon as practicable.

* Cleanliness of the premises

The landlord must ensure the premises are in a reasonably clean condition on the day on which it is agreed that the tenant is to enter into occupation of the premises while the tenant must keep the premises in a reasonably clean condition during the period of agreement.



* Premises

The tenant must not use or allow the premises to be used for any illegal purpose and must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

* Sub-letting

Check to see if there are any clauses on sub-letting.

* Termination of agreement

Know under which circumstances the agreement. The landlord should give notice to vacate the premises one month in advance or "within a certain duration e.g. one month, 28 days, 14 days or seven days".

The landlord may have the right to terminate the agreement based on the following which are the most common breaches:

* Continuous late rental payment by the tenant;

* Continuous damage, improper maintenance and upkeep of premises.

The landlord will have to give the tenant a warning and if the circumstances does not improve, she or he will give notice to the tenant to vacate the premises. Both parties are required to sign the

Check work schemes

Mr J had been working for a well-known security company in Fiji as a supervisor. Within that same company, another job was offered to him to work in Canada as a security officer. The company directors assured him that all the arrangements were done and all that was required of him was to pay \$2000 for the processing of his travel and work contract documents. After years of waiting in anticipation for his dream job, Mr J approached the company directors to withdraw his application and have his money returned to him.

The company directors made excuses and until today, Mr J has not got his money back and the company director has since passed away. As a result, Mr J decided to approach the ALAC to seek advice. The centre, after careful assessment of the case, referred it to the appropriate official institution. In another similar case, Mr K, who invested money amounting to \$1700 in a work scheme promising him that he would be recruited to work abroad with good wages and benefits, lost his total investment.

There were thousands of applicants from Fiji, especially from unemployed men in villages and rural areas, who invested money in the company with the hope of finding high-paid employment doing security-related jobs abroad.

ADVICE TO CITIZENS

Be careful, think before you leap

With uncertainties and financial hardships all around us, some are easily lured into promises of overseas jobs that pay well and offer the best work benefits. Do not be led too easily and believe everything you hear from officers who are paid to promote the company and recruit workers.

Thinking of claiming?

In the event where a company director dies and the company still exists and continues to operate, the money can be recovered from the existing company directors. The amount of money less than \$5000 can be recovered through the Small Claims Tribunal.

Before filling in an application

Do some investigations yourself and find out about the background

of the recruiting company, whether it is financially stable, its reputation and background of the directors and for how long has the company been in operation. If it had been operating only recently, then the company may not have a good track record to judge their reliance and credibility. It will be wise to check the recruiting company's credentials with the Ministry of Labor. It might also be useful to seek comments from family members, or present/former workers of the company. Ask them whether their promises are true and whether they were treated fairly during their contract period.

When signing up

Carefully read through the clauses in your contract and understand them. Ask the employer or recruiting officer parts of the contracts that are not clear and confusing. If you can, consult a friend who understands and is familiar with contracts.

Only sign a contract when you have understood everything in it and if you are satisfied with its conditions and your benefits. Be sure to safeguard your interests by ensuring that sick leave, bereavement leave, annual leave, maternity/paternity leave, overtime, special allowances and other benefits are including in your contract. Know how much you will earn and how often you will get paid and by what means. If you have family members who are dependents, ask if there are facilities available for transfer for salaries.

What are the risks?

For security-based jobs in war torn countries in the Middle East and in the Gulf, you must understand what you are in for and know the challenges you will face. Ask yourself whether taking up the job is worth the risk? Sometimes recruitment agencies may lie to you by saying that you will work in a safe place with negligible risks. Be a little more aware of where you are required to work and do a background check with the help of the internet.

If you suspect you have been cheated or treated unfairly, lodge an enquiry or complaint with the company's administration section. Things should be clearly explained to you. If your complaints are not handled professionally and you have a gut feeling something is not right, seek the assistance of someone you can confide in and trust. Lodge a complaint with the police if you think the matter is of serious nature.

If you are already overseas, call your family members and tell them

about it. Ask them if they could seek help from authorities and government agencies.

Shall I sue?

If you are an individual, owed money, have tried all the usual ways of recovering a debt without success and as a last resort you think about suing, it is wise to ask yourself a few questions before taking someone to court. Asking these questions could help you to decide whether court action is right for you.

* Is the case likely to be disputed?

You must consider whether you are likely to win your claim. Most claims issued in the courts by individuals are for money owed for work not done and/or services and goods not delivered. These types of claims are often not disputed. This means it can be very straightforward to get a court order for payment (a 'judgment'). If you think the other party may dispute your claim or you are not sure whether it is likely to be successful, you may wish to consult a solicitor. Note that engaging a solicitor will come with a fee, so learn to manage your expectations.

* Will I get my money?

Weigh up carefully whether going to court is likely to get you your money. It is important to remember that the court cannot help if the other party has no money, assets or anything else of value. If the other party is a limited company, you should bear in mind that there may not be any assets in the company's own name. This may not stop you obtaining judgment, but it may make it difficult if you need to take further action to make the company pay.

* What if the company has other judgments? If there are already court judgments against the company in question, it may be less likely that your money will be paid. However, note that the court may consider ordering the sales of company assets to recover money owed to workers and yet-to-be workers.

Watch that money

Case A:

In 2006, members of a village in the west approached authorities on the possibility of having a basic amenity for the village. To date villagers still have not been helped and because of an increase in the population of the village, there has been a high demand for this basic need.

Villagers gave \$5000 to authorities in order to get help, for carrying out household chores and maintaining hygiene. Yet, after numerous enquiries, the villagers were informed that the money had been sent to the ministry concerned for approval.

The villagers complained to the ALAC saying they had recently been told that there was a need to survey the piece of land where the amenity was to be installed. But according to villagers the land had already been surveyed and they do not know what had caused the delay and what the status of the money they had collectively raised for the village water project is.

Case B:

A couple from a rural area in Fiji was lured to leave the country and work in a neighboring Pacific island nation through promise of better pay and working conditions. Their airfares were paid by the recruiting company.

A month later after arriving on the island, a disagreement brewed between the couple and the employer, who demanded a police report from the duo even though they were told not to get a police report done before leaving Fiji.

This resulted in a disagreement and the couple was asked to leave the Pacific Island country. They did not sign any work contract with the company prior to departing Fiji but went overseas on verbal promises. The case happened in 2010.

All cases above are still being assessed by the ALAC. Many citizens

have fallen victims to these types of corrupt dealings in the past. You may have lost huge sums of money as a result and if you have, the ALAC hopes that its advice below will help you.

ADVICE TO CITIZENS

Be careful when giving money to someone or to an organization, although they may come to you and make impressive promises and deals.

Rural communities must always ask for more information on development projects brought to their village or settlements. Ask for names, addresses and contacts of people involved in the project.

Make it your business to check the background of businesses or developers that may come to your area and propose to use your resources in exchange for lease payments, goodwill money or gifts. Do not get into any deal involving large sums of money with anyone you do not know. Insist on getting legal representation from someone you can trust and know.

Keep all records and proof of cash transactions you make, such as receipts.

Ask the turaga-ni-koro, community leader or whoever is collecting money for any communal project, to give you a receipt as a proof that you had given cash. The receipt should have the date of transaction and the reason why the money was given.

There have been many instances where money raised communally (e.g.. soli) is used up unwisely or lost mysteriously. Committee members (treasurer, secretary or president) of community groups like women's associations and youth groups are often the guilty party. Insist on getting regular report on your group finances.

It is your right to ask office bearers what money you raise as a group is used on, when and how and it is their responsibility to give you an honest answer. Remember it is always a good practice to get the consent of members before money is spent or expended.

Ensure that an environmental impact assessment is carried out by any developer to ascertain the effects of development on the natural environment. Remember that you do not leave the environment in such a degraded state. Consider the interests of future generations.

We often hear of village savings and community fundraising to finance projects. Sometimes money collected is used by committee members and treasurers without the knowledge of members.

Insist on getting regular financial reports or statements from officials that clearly show all money collected and expended.

Sometimes family members or relatives may claim to represent false or non-existent organizations and may promise to negotiate for new developments. These people sometimes use relationships as a way of luring people to give money.

Many corrupt companies or agents tend to prey on local communities because of members' vulnerabilities, ignorance, education level and financial status. If you are offered a job opportunity, make sure the work is legal and documentation and procedures followed in securing the job is done legally and through the right channel.

If you are offered a job to work overseas, remember you have to do all your background checks. Ask someone you can trust or understand about contracts, to advise you. There is nothing more chaotic than facing job contract problems overseas, when you are away from all family members, friends and government authorities.

A case of fraud

ALAC received a complaint from Mr D on March 1, 2011.

ALAC has been dealing with the case since then and at this point the financial institution and the authority in question have responded to our letters.

Over 10 years ago Mr D had applied for a housing loan of \$60,000 with the financial institution.

A loan was approved and Mr D engaged the services of K Builders to construct his family's three-bedroom house valued at around \$50,000.

The conditions of the progressive payments were discussed and agreed to between the financial institution and Mr D. A letter from the financial institution regarding payment conditions for the contractor read: "A progress payment will only be approved following satisfactory inspection by a bank approved and qualified building inspector, structural engineer or quantity surveyor".

A few months later K Builders was alleged to have forged the signature of Mr D and defrauded the bank of \$21,000.

Mr D had shown the bank that:

1. The signatures on the documents were not his;
2. Their loan officer Ms A at the time had never carried out any inspection at the building site, or verified signatures on a progressive letter before releasing funds to the contractor's account, until Mr D became aware of the fraudulently overdrawn amount;
3. An officer at the financial institution, Mr R, had certified the approval for the release of eight forged progressive payments, when he had made only two inspections at the building site;
4. Funds released were not on par with the work done. For example,

money for the beam was released while work on the floor was not completed; and

5. Release of funds continued while there was no progress on the work at the building site.

Mr D was advised by the financial institution to lodge an official complaint with the relevant law authorities.

ADVICE TO CITIZENS

* If you are building your house and have an arrangement with the bank, like in the above case, it would be good to be on top of things, such as ensuring that you are in constant contact with the financial institution and the contractor. It is your money, so make sure you have a tight leash over the contractor and its activities.

* Ensure that in the agreement, the burden of responsibility is placed on the officer so that he or she practices due diligence before any money is given to the contractor for the continuation of the work.

* Ensure also this burden of responsibility is on the contractor and he or she is required to show concrete proof of the work done so it matches the required amount to be released from the bank.

* As a homeowner, regularly check the bank for payment details and times to keep a close tab on the builder.

* You must take out a builder's risk insurance policy to protect yourself and your lender against any natural disaster or fire damage.

* Have a written agreement on all the works that need to be completed and the timelines by which each stage of work is to be completed. Ensure contractors stick to the agreed timelines and always ask why each stage of work is taking longer than planned.

* Keep a record of all transactions made and have receipts and statements in order.

* Ensure you engage a reputable home builder with a good track record. Do not engage a questionable company. Make sure that its status is legal and is registered with the rightful authority.

* Ask friends and family members who have used the construction firm you intend to employ, for information such as background of the company, its work quality, reputation and whether it delivers on time. Recommendations from friends and family can be invaluable.

* Ask contractors whether they have a warrantee on the completed home just in case the house develops defects soon after completion.

* Always insist on seeking at least three quotes from builders. Don't stop at one, just because the company has given you a quote which you think is affordable and great value for money.

* Ask builders about previous work done and see this for yourself by paying a visit or having a look at photographs in the firm's portfolio.

* You might like to check whether your contractor has insurance cover and whether it is enough to cater for injuries to workmen, passers-by at worksite etc.

* Agree to make the last payment weeks after the work is completed and not on the same day.

This will allow you time to get back to your contractor if you find something is not right so that it is rectified.

Yet another forgery

The Case

Mr Z was an employee for X Shipping Company since 2003 where he was a senior employee of the company's vessel.

During the period of his employment from 2003 to 2009, Mr Z had always made it his business to lodge his PAYE (Pay As You Earn).

However, upon enquiring with the relevant organisation, he discovered there had been no records of his deductions for all his working years at X Shipping Company.

Mr Z enquired with his then employer who told to him that an agreement was signed earlier stating that he had commenced work with the X Shipping Company in 2007 and not since 2003.

Mr Z denied this and alleged the shipping company had forged his signatures in the said agreement, as well as in signing for his tax returns.

As a result of his complaint with the ALAC, correspondences were made between ALAC and the relevant authorities.

Mr Z received his PAYE tax returns for the years 2007, 2008, and 2009 and is still awaiting his PAYE returns for the years 2004, 2005 and 2006.

Forgery

Forgery is the crime of falsely making or altering a writing by which the legal rights or obligations of another person are apparently affected. It is simulated signing of another person's name to any such writing whether or not it is also the forger's name.

An example is the production of a bogus work that is claimed to be genuine, as a coin, a painting, or the like.

It is stipulated in the Crimes Decree of Fiji 2009 that forgery is a serious criminal offence and that where and when citizens discover that he or she did not sign documents to which they are being alleged to have signed, he or she should quickly seek legal advice as soon as possible.

Forgery takes place when a person makes a false document with the intention that the person or another person will use it to dishonestly cause a third person to accept it as genuine, and when accepted to dishonestly obtain a gain, dishonestly cause a loss, or dishonestly influence someone.

If you are guilty of forgery you may be meted a jail sentence of 10 years.

While forgery may involve fake art and coins etc, in Fiji most cases of forgery involve falsifying signatures and documents.

ADVICE TO CITIZENS

* Keep your cheque book in a safe place. Forgery doesn't always happen by someone that you don't know. Someone in your own home could forge cheques in your name. Keep blank checks in a locked safe so you won't be the victim of cheque forgery.

* When you start an account with a bank, you will be required to sign some papers so that the bank can compare it to your signature on any checks that come through. If they think there is a forgery, they will contact you about it to let you know. Be sure that you complete any forms or precautions that the bank suggests for your safety.

* When choosing a signature make sure you choose one that is hard to copy. Choosing one that is easy, neat and short may make it easier for someone to forge your signature. Include a few twists and turns.

* Do not leave important documents, with your signatures on it, lying around carelessly in the home or office. It could be copied by a potential forger, especially if yours is a simple signature.

* If you think that you have been a victim of forgery, please immediately report the matter to the police.

* Liaise with tax authorities regarding deductions made by your employer from your wages.

* For Fiji National Provident Fund deductions, keep a track of your deductions by enquiring with the fund.

* Make it a habit to keep records of your salary deductions and make enquiries at your pay office if things look irregular or suspicious.

Get your own lawyer

Ms S was selling a property which interested Mr and Mrs B. Upon negotiations they agreed on a purchase price of \$87,000 and went to the office of a lawyer who acted for Ms S.

The lawyer drafted a Sale & Purchase Agreement which was signed by both parties and witnessed not by a lawyer but by a clerk in the lawyer's office. Mr and Mrs B paid the sum of \$10,000 as deposit for the purchase price, to the lawyer.

The Sale & Purchase Agreement, among other conditions, stated the transaction was subject to the Director of Lands' consent and that settlement would take place on the date as agreed by the parties. The specific date was stated in the agreement. Mr and Mrs B then sought financing of the balance purchase price from a financial institution which was subsequently approved.

Unfortunately, shortly after having paid the deposit to the lawyer, the money was given by the lawyer to Ms S without waiting for the Director of Lands' consent to the transaction and without the knowledge and consent of Mr and Mrs B.

More disturbing is the fact that Ms S continued to offer for the sale of the same property to other people despite signing the Sale and Purchase Agreement and accepting the deposit.

Upon hearing of what Ms S was doing, Mr and Mrs B contacted the lawyer to advise him that they had a valid Sale and Purchase Agreement and were in fact waiting for notification of settlement.

They advised the lawyer that if his client no longer wanted to sell them the property the deposit should be refunded to them. The lawyer assured them that Ms S had given Power of Attorney to someone to complete the transaction on her behalf, as she had since left the country, but refused to divulge the identity of the person.

To date the lawyer has not contacted Mr and Mrs B about a settlement date nor has the lawyer refunded their deposit.

Telephone calls to the lawyer's office have been met with ruses such as the lawyer is busy with another client, is in court or on a telephone call, and will call them back.

ADVICE TO CITIZENS

When purchasing property it is important to engage the services of a lawyer. It is not good enough nor recommended that the purchaser and vendor share the same lawyer.

The vendor should always engage the services of his or her own lawyer to safeguard his or her interests.

Your lawyer will conduct searches on your behalf of the property you intend to purchase. Among the various things that your lawyer must do for you are:

- * searches at the Registrar of Titles Office to ascertain if there are any mortgages and/or charges on the property;
- * ascertaining that the lease rental or town rates are not in arrears or at least are paid up to the date of settlement and evidence must be sighted on the date of settlement;
- * ensure that the person purporting to sell the property is in fact the registered proprietor;
- * ensure that the solicitor for the vendor obtains all the relevant and requisite approvals for the transaction; and
- * advise you on the terms and conditions of sale and more importantly, ensure that the Sale & Purchase Agreement is properly and fairly drafted.

Every lawyer whose services are engaged by a member of the public has the responsibility to act in the best interest of the client.

Part 9 of the Legal Practitioners Decree 2009 clearly sets out the professional standards required of lawyers.

Should you, at any time, have a genuine belief that your lawyer is not acting in a professional manner or is not acting in your best interest, you can seek redress from the Office of the Chief Registrar of the High Court.

It is very important to remember though that due to the large number of clients lawyers have they may not always be able to answer your calls or attend to you particularly if you do not make an appointment.

This should not be taken to mean that your lawyer is not acting in your best interest or is avoiding you.

Though the following list is not exhaustive, as a guide, you may expect the following from a lawyer whose legal services you have engaged:

- to represent you ethically and zealously and within the bounds of the law;
- to analyse your case and exercise the required knowledge and skill as required and in the event s/he is unable to adequately represent you, then s/he should refer you to another lawyer who can better represent you;
- to communicate with you in a timely and effective manner;
- to keep your property and/or money separate from his or her personal property. All monies paid to your lawyer, other than legal bills, should be kept in your lawyer's Trust Account and must not be used by the lawyer for his or her personal finances and such monies must be returned when requested by you;
- except as may be required by law, to keep the matters you raise with him or her confidential; and
- to not represent you whilst at the same time represent another client whose legal interests may directly conflict with yours (e. g. tenant and landlord in an eviction matter or vendor and buyer in the sale and purchase of property).

By the same token as a client you also have some obligations to your lawyer. These include, among others:

- being truthful to your lawyer about your case;
- being available for meetings and legal proceedings, when requested; and
- paying your legal bills in a timely manner.

Get a contract first

Mr N and Mr D were boating buddies and had been for a while ever since Mr D began work in a small town in Fiji. It was during one of their fishing trips that Mr D offered Mr N a job as caretaker/manager on an upcoming resort in one of the country's prominent tourist destinations.

Mr N verbally agreed to the offer despite first finding the underdeveloped state of the proposed resort site, challenging.

The property lacked basic amenities such as proper housing, sanitation, electricity and basic storage facilities so he decided to attend to these urgent needs first before beginning his official contract as a builder/caretaker/manager of the property.

After a few months, Mr N decided to build a second bure which Mr D could use as a rest house whilst he was visiting the property. Over the course of time and despite the work done by Mr N, there was no written agreement signed between Mr N and the other party, namely Mr D and his business partners (a couple from overseas).

Mr N was paid on a monthly basis, which initially started at \$400 a month and moved up to \$2000 a month. From his wages, he claimed to have purchased small items and equipment for the resort, amounting to \$12,000.

It took Mr N exactly three years to complete building the bures, install electricity and construct proper storage facilities for boats and hardware supplies, on the resort. In late 2011, just when the second bure was nearing completion, it caught fire. Mr N was immediately the main suspect and was sacked on the spot despite the absence of any evidence that he was responsible for the fire and/or being charged and found guilty by a competent court of law.

A new caretaker/builder was hired and Mr N was asked to leave the premises. When he tried to retrieve his belongings, he was informed through a phone text message from Mr D that he was not to go anywhere near the premises for his own safety.

A new caretaker/builder was hired and Mr N was asked to leave the premises. When he tried to retrieve his belongings, he was informed through a phone text message from Mr D that he was not to go anywhere near the premises for his own safety.

So far, Mr N still has not received his belongings which were left behind at the resort. Does this story sound like a similar situation you had been through already or lately?

In the above case, Mr N should have been given a Contract of Employment to clearly detail what his duties were.

ADVICE TO CITIZENS

When entering into a contract of employment always make sure the following sections are included: n Salary

This should state the gross per annum salary you will earn. It should also state whether you will be paid fortnightly, bi-monthly or monthly and whether you will be paid in cash or have your salary deposited into your bank account.

- Leave entitlements

You are entitled to annual leave, sick leave, declared public holidays and bereavement leave and for females, maternity leave.

The Employment Relations Promulgation 2007 (ERP) states the minimum number of days that all employees are entitled to. No employer or Contract of Employment can reduce the number of entitlement days. Any number of days in excess of what is stated in the ERP is entirely subject to negotiations between the employee and employer.

- Hours of work

The contract of employment must clearly state how many hours you are required to work in a week and you must ensure that this does not exceed the number of hours allowed under the ERP. If you

perform shift work this should be clearly stated and how the hours of work are to be covered, if working on Saturdays and/or Sundays.

- Grievance and discipline

The procedures available to you as an employee in the event of a grievance or disciplinary action must be stated in the contract of employment.

- Duration of contract

The contract of employment must state how long you are intended to be employed. It should also state how much notice period is required to be given by either party if the contract is not to be renewed.

- Job description

It should be clearly stated as to what your position is within the company and the duties and responsibilities you are required to perform. In addition it should also state the position to which your position reports to and any positions that may report to your position.

- Additional benefits

These are dependent on your negotiations with the employer.

If it is agreed that your employer will make Fiji National Provident Fund contributions in excess of the statutory eight per cent then this must also be clearly stated.

It must also state any other benefits which the employer is willing to provide, including but not limited to, housing benefits, motor vehicle, medical and/or life insurance cover, et cetera.

Please note

It is very important that the employer provides you with a copy of the contract of employment prior to signing. This allows you the opportunity to read the contents and seek advice on whether the

terms and conditions of employment are fair and in accordance with the employment laws of the country.

When you are satisfied that all the terms and conditions are in accordance with the employment laws you must ensure that you and the chief executive officer or Manager Human Resources or a duly authorised representative of the company sign and date the contract of employment, preferably at the same time, in the presence of each other.

Once the contract has been signed you must be given a copy of the signed document which you should keep for future reference. It is important to remember that once you and your employer sign the contract of employment you are both legally bound by what is stated in the document and any failure to comply can result in serious legal consequences.

Any changes to the contents can only be done after both parties agree and should be done in writing. Often there are further terms and conditions of employment which are not specifically stated in individual contracts of employment but which apply generally to all members of staff. These are normally stated in company policies and manuals. It is important that you also have access to such policies and manuals and ensure that they are compliant with national employment laws. Examples include rates for overtime payment and bonding of staff on training.

CONCLUSION

TI Fiji's Advocacy and Legal Advice Centre (ALAC) offers free legal advice for all citizens of Fiji who have witnessed, or who are victims of, corruption.

As documented in this booklet, qualified lawyers at TI Fiji's ALAC are able to provide guidance and assistance to ensure that victims of corruption are able to stand up to corrupt individuals and organisations. Victims are empowered with knowledge, assurance that they can "say no", and that they can address the corruption they've experienced.

TI Fiji's ALAC also provides educational workshops and educational materials to help citizens understand what corruption is and how to "say no".

If you are interested in finding out more about workshops offered by ALAC and available materials, or if you would like to discuss a situation that you have seen or experienced, you are encouraged to contact TI Fiji's ALAC. Contact details can be found on the back of this booklet.

A programme of



Advocacy and Legal Advice Centre
(ALAC)
62 Pratt Street
Suva

P. O. Box 12642
Suva
Tel: (679) 3304 702
Fax: (679) 3303 530
Email: poalac@transparencyfiji.org
Website: www.transparencyfiji.org
Facebook: www.facebook.com/ALACfiji