



Deposit Bond Australia Pty Limited
ABN 28 003 772 487



Issued by
QBE INSURANCE (AUSTRALIA) LIMITED
ABN 78 003 191 035

Deposit Bond Application

Equity Backed - up to 4 Year Term

Referrer Name: Phone: Fax:

Applicants Personal Details (First Applicant's Details)

Title: Mr, Mrs, Ms Surname and/or Company Name

Given Names

Residential Address/Registered Company Address

State: Postcode: Years at Present Address

Occupation Employer Length of Employment Annual Income \$

Telephone (Home) Telephone (Work) Mobile

Date of Birth / / Driver's Licence Expiry / /

Are you a permanent Resident of Australia? Yes No Number of Dependents

Applicants Personal Details (Second Applicant's Details)

Title: Mr, Mrs, Ms Surname and/or Company Name

Given Names

Residential Address/Registered Company Address

State: Postcode: Years at Present Address

Occupation Employer Length of Employment Annual Income \$

Telephone (Home) Telephone (Work) Mobile

Date of Birth / / Driver's Licence Expiry / /

Are you a permanent Resident of Australia? Yes No Number of Dependents

Details of Property being Purchased

Do you intend to buy a property at auction? Yes No

If yes do not complete the following, but provide details within 48 hours of the bond being lodged with the vendor.

Address of Property to be purchased

State: Postcode:

Vendor's Name

Vendor's Address

State: Postcode:

Description of property (number of bedrooms, type or lot in a building subdivision)

Purchase Type: Owner Occupied Investment Land

Deposit Bond Details

Purchase Price

\$

Maximum bond amount required (This amount must not exceed 10% of the purchase price).

\$

Expected Settlement Date (This should match the expected settlement date or the sunset clause in the Contract for Sale, whichever is the later).

/ /

Number of months the Bond is expected to be required for

Have you currently applied for any deposit bonds/bank guarantees or have you any deposit bonds/bank guarantees issued but not yet settled or expired with another insurer or bank? If Yes, please supply details

Yes No

Applicants Representative

If you require the bond to be sent to your representative (eg solicitor or settlement agent) please complete

Name

Organisation

Mailing Address

State:

Postcode:

Phone

()

Fax

()

Do you require a copy of the Bond?

Yes No

If Yes, mailing address

State:

Postcode:

or, please fax to

()

Information Required

Copies of the following documentation will need to be assessed prior to processing of this application.

Please attach copies of the required documentation to this application. Non provision of documentation will cause delays in obtaining the bond.

A. GENERAL DOCUMENTATION FOR ALL APPLICATIONS (Please tick)

Identification supporting a 100 point ID check. Examples are: Passport = 70, Birth Certificate = 70, Driver's Licence = 40, Medicare/Credit Cards = 25.

Copy of the front page of the Contract for Sale of the property being purchased.

All pages containing any special conditions within the Contract for Sale for the property being purchased.

Confirmation of income ie. the last 2 salary pay slips immediately preceding this application, or current letter from an employer, or your last tax return and tax assessment notice, if self employed.

B. WHERE THE BOND TERM EXCEEDS SIX MONTHS OR IF YOU ARE SELLING AN EXISTING PROPERTY TO FINANCE THIS PURCHASE OR FUNDING THE PURCHASE BY OTHER MEANS.

Rates notice on your existing property in order to confirm ownership. Applicants must be the same person(s) or entity as the property owner.

Current confirmation of investments, such as savings accounts, term deposits, top 200 ASX shares, cash managed funds.

If your existing property is under finance, a copy of the mortgage statements for the 3 months immediately preceding this application.

Confirmation of the value of your existing property may be required from a Real Estate Agent or Registered Valuer where requested by Deposit Underwriters.

Advise how you intend to fund the proposed purchase.

Where the purchaser is a Superannuation Fund, Company or other entity:

- Proof that the entity is authorised to enter into the Contract for Sale.
- An Indemnity in a form provided by us, signed by a Director, Trustee or other officer guaranteeing the performance of the entity.

Important Facts

- QBE provides the benefit payable under the bond. Deposit Bond Australia Pty Limited is an authorised agent for QBE Insurance (Australia) Limited and receives commission from QBE for these transactions. Referrers of business to Deposit Bond Australia Pty Limited may receive a commission from Deposit Underwriters. The referrers do not guarantee any benefit payable under the proposed contract.
- We recommend that you seek legal advice on the contents of this application form (including the indemnity from you).

Terms and Conditions of this Application and any Deposit Bond issued as a result of this Application

The Parties to this Application

This application is made by you to QBE Insurance (Australia) Limited ("QBE") ABN 78 003 191 035 through its authorised agent Deposit Bond Australia Pty Ltd ABN 28 003 772 487 ("DBA"). The reference to QBE and DBA includes the successors and assigns of QBE and DBA.

For the purposes of this application, references to:

- "you", "your", "I/we", "me/us" and "my/our" are a reference to the applicant referred to in the section titled "applicants personal details" of this application, and if there is more than one applicant it is a reference to all of them jointly and each of them severally

The Application

I/We request QBE through DBA to provide me/us with a Deposit Bond for the Maximum Deposit Bond Amount requested in this application.

I/We warrant and represent that all of the information and materials provided to QBE and DBA in respect of this application are true and correct. If there is any material change in that information from the time it was provided and before the Deposit Bond is issued I/we shall immediately advise DBA of the change. QBE may at its option revoke any approval provided there is any material change.

If a Deposit Bond is provided to the purchaser, I/We:

- shall, within 48 hours of purchasing a property at an auction, advise DBA and provide to DBA a copy of the front page of the contract of sale;
- acknowledge that the Counter Indemnity Agreement set out below will automatically be binding;
- acknowledge and agree that QBE must pay out under the Deposit Bond irrespective of whether or not:
 - the vendor is entitled to terminate the contract for sale;
 - the vendor is entitled to claim the deposit under the contract for sale; or
 - I/we have a dispute with the vendor
- acknowledge and agree that QBE is irrevocably authorised to pay out under the Deposit Bond immediately upon a request for payment being made and may make such payment without reference to me/us and without the need for any further authority from me/us.

Counter Indemnity Agreement

In consideration of QBE issuing the Deposit Bond to me/us, I/we:

- unconditionally and irrevocably indemnify QBE against all actions, claims, demands, liabilities, Goods and Services Tax liabilities, losses, damages, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) which QBE at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond;
- agree to pay QBE within 7 days of demand any amount so indemnified;
- understand that if I/we do not pay any amount demanded by QBE under this indemnity when due, then interest will accrue on that amount from the date payable up until the day the outstanding amount is paid. Interest will accrue on a daily basis at the 90 day Bank Bill Swap Reference Rate (rounded to two decimal places) plus a margin of 2%. This interest is payable on demand.
- agree that, upon QBE:
 - making a written demand under this Indemnity; or
 - notifying me/us in writing that it considers there has been a material adverse change in my/our financial position or that it considers I/we will not be able at any future time to perform the terms and conditions set out in this Indemnity, then I/we, as and from the date of the written demand or notification (as the case may be), charge as security for each amount demanded or which may become due and owing under this Indemnity all of my/our present and future real and personal property (whether held solely or jointly with any other party);
 - irrevocably appoint QBE as my/our attorney and agent to:
 - enforce or pursue any rights I/we may have under any contract for sale to which the Deposit Bond relates, and in this regard I/we irrevocably authorise QBE to commence and conduct any legal proceedings in my/our name and to settle or compromise any such legal proceedings on such terms as QBE thinks fit provided that QBE shall pay all legal costs associated with such proceedings;
 - do anything which I/we can do as the owner of my/our real and personal property; and
 - sign any documents on my/our behalf of any nature to perfect the creation of the charge contemplated under this Indemnity or for the purpose of registering any such charge (as may be required);
 - ratify and confirm any and all acts that QBE carries out as my/our agent and/or attorney pursuant to the above authority and power of attorney and indemnify QBE against any loss, cost, expense or liability suffered or incurred by QBE in connection with carrying out any such acts; and
 - confirm that any charge over real property created in favour of QBE under this Indemnity creates an equitable interest in favour of QBE in any present or future real property I/we own (whether solely or jointly with any other party) and I/we irrevocably authorise QBE to lodge and/or maintain a caveat over any such property.

The law governing the Indemnity is the law of the jurisdiction in which the property to be purchased is situated.

Signing and Acknowledgment

I/We acknowledge and agree that:

- QBE has no obligation to provide me/us with the Deposit Bond unless QBE accepts my/our application and receives the fee specified by DBA in cleared funds;
- QBE may require further information and materials to be provided in support of this application; and
- if a Deposit Bond is issued, I/we shall be bound by all of the terms and conditions set out in this application and in particular with the matters set out in the paragraph titled "Counter Indemnity Agreement" of this application.

IMPORTANT – BEFORE YOU SIGN THIS APPLICATION

Do you fully understand that the Counter Indemnity Agreement:

- gives QBE the right to recover from you any amount paid by QBE under this Deposit Bond?
- can create a charge over your real and personal property?

Yes No

Yes No

This application (including the Counter Indemnity Agreement) is executed as a deed

Signed, sealed and delivered by **Applicant 1**

Full Name

Signature

Date

Signed, sealed and delivered by **Applicant 2**

Full Name

Signature

Date

For companies, superannuation funds and other types of entities, signed for and on behalf of:

(Company, Fund, Entity Name)

(Company Address)

An application fully completed and signed must be received and fee paid before the bond can be issued. No refund will be allowed after the bond is issued.

Payment Details

Bond Amount

Bond Term

months

Bond Fee

Handling Fee

Total Fee Payable

Bank Cheque payable to Deposit Underwriters Pty Ltd

is attached

Credit Card Details

Please select card type:

Visa

MasterCard

BankCard

Card Number

Expiry date

Signature

Name of Card Holder

All correspondence and inquiries should be directed to:

Deposit Bond Australia Pty Limited ABN 28 003 772 487
Locked Bag 4004, Surry Hills NSW 2010
Suite 203, Level 2, 64-76 Kippax Street, Surry Hills NSW 2010
Telephone : 1800 266 388 Fax: (02) 9966 1320 Email: admin@deposit.com.au www.deposit.com.au

Statement of Assets & Liabilities

Name of Applicant(s)

Statement of Assets and Liabilities as at

 / /

LIABILITIES	NOTE		ASSETS	NOTE	
Bank Overdraft	1	\$	Cash		\$
Credit Cards	1	\$	Investment (shares etc)	4	\$
Mortgages – Home	2	\$	Property – Home	2	\$
– Investment	2	\$	– Investment	2	\$
Loans	3	\$	Motor Vehicles		\$
Leases/Hire Purchase	3	\$	Superannuation		\$
Other (Itemise)		\$	Life Insurance (S.V)		\$
Total Liabilities		\$	Total Assets		\$
Net Worth					\$

Note 1 – Bank and Credit Facilities (Overdraft, Credit Cards, etc)

Lender	Location	Limit	Balance
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Note 2 – Property (Home, Investment, etc)

Mortgagee (Lender)	Security Property Address	Valuation	Mortgage
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Note 3 – Loans (Personal loans, Hire Purchases, Leases, etc)

Lender	Type of Loan	Amount Borrowed	Amount Owing
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Note 4 – Investments (Shares, Term Deposits, Debentures, etc)

Type of Investment	Maturity	Institution	Amount
			\$
			\$
			\$
			\$

I/We warrant that the particulars set out herein are true and declare that I/We am/are over the age of eighteen years and I/We have never entered into any arrangement or composition with my/our creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against me/us. I/We further declare that I/We am/are not an undischarged bankrupt.

Signature(s)

Date

 / /

Date

 / /

Authorisation to Access Consumer Credit Information

OUR PRIVACY PROMISE

We are committed to safeguarding your privacy and the confidentiality of your personal information. We or our authorised agent will only collect personal information from you, which is relevant to your application for a deposit bond and use it in a way you would reasonably expect. Without this personal information we may not be able to issue you with a deposit bond.

In addition we will:

- Give you the opportunity to correct your personal information, or obtain access to it (some restrictions and costs may apply).
- Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

Further information can be obtained by contacting our Compliance Manager by Telephone: (02) 9375-4656; Fax: (02) 9221-1330 or email to compliance.manager@qbe.com

We or our authorised agent may provide you with additional information on other products or services. If you do not wish to receive such information please tick this box

Notice of Disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

QBE, or its authorised agent, may give information about you to a credit reporting agency for the following purposes:

- To obtain a consumer credit report about you, and/or
- Allow the credit reporting agency to create or maintain a credit information file containing information about you.

This information is limited to:

- Identity particulars, your name, sex, address, date of birth, name of employer, and driver's licence number
- Your application for credit, the amount applied for
- The fact that QBE, or its authorised agent is a current credit provider to you
- Information that, in the opinion of QBE, or its authorised agent, you have committed a serious credit infringement.
- The credit provided to you by QBE, or its authorised agent, has been paid or otherwise discharged

I/we understand that this information may be given before, during or after the provision of credit. QBE, or its authorised agent, has informed me that it may give certain personal information about me to a credit reporting agency.

I/we agree that QBE, or its authorised agent, may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purposes of assessing my/our application for consumer credit.

I/we agree that QBE, or its authorised agent, may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for consumer credit.

I/we agree that QBE, or its authorised agent, may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- To assess my/our credit worthiness

I/we understand that the information exchanged can include anything about my/our credit worthiness, my/our credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

I/we agree that QBE, or its authorised agent, may contact my employer, accountant or any other relevant party to obtain information, including confirmation of income and employment history, for the purposes of assessing and reviewing my/our application for the Deposit Bond.

Applicant 1

Name

Signature

Date

Applicant 2

Name

Signature

Date