

Deposit Power Bond Application



Please read carefully

1800 678 979

Purchaser Type: Individual Application *(Please complete all but sections 2 to 4)* Company or Trust Application *(Please complete all but section 1)*
Deposit Bond Term: 6 months Over 6 months Please advise the Sunset Date/Registration Date / /
or Term months

Section 1 - Individual Applicant(s) Details

Please complete additional application forms where there are more than 2 applicants.

Applicant 1 Full Name: Email:
DOB: / / Mobile:
Are you a first home buyer? Yes No
Residential Address: State: Postcode:
Driver Lic. or Passport No.: Issue Date: / Expiry Date: /
Country of issue:
Are you an Australian Permanent Resident and currently reside in Australia? Yes No

Applicant 2 Full Name: Email:
DOB: / / Mobile:
Are you a first home buyer? Yes No
Residential Address: State: Postcode:
Driver Lic. or Passport No.: Issue Date: / Expiry Date: /
Country of issue:
Are you an Australian Permanent Resident and currently reside in Australia? Yes No

Section 2 - Company or Trust Applicant Details

Company / Trust Name:
ACN/ABN:
Registered Address of Company/trust: State: Postcode:

Section 3 - Company as Trustee of the Trust

Company Name: ACN/ABN:
Registered Address of Company: State: Postcode:

Section 4 – Director(s) / Trustee(s) Details

All directors are to complete the Guarantee and Indemnity Form

1 Full Name: Email:
DOB: / / Mobile:
Residential Address: State: Postcode:
Driver Lic. or Passport No.: Issue Date: / Expiry Date: /
Country of issue:
Are you an Australian Permanent Resident and currently reside in Australia? Yes No

2 Full Name: Email:
DOB: / / Mobile:
Residential Address: State: Postcode:
Driver Lic. or Passport No.: Issue Date: / Expiry Date: /
Country of issue:
Are you an Australian Permanent Resident and currently reside in Australia? Yes No

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Section 5 - Details of Property to be purchased

Purchase Type: House Hunting (Auction or Private Treaty) Private Treaty Purchase Purpose: Owner Occupier Investor
Address: State: Postcode:
Property Type: House Unit Land Commercial Other:
Vendor/s:

Section 6 - Bond Details

Purchase Price: \$ Deposit Bond Amount Required: \$

Additional Information

Do the applicants have any other outstanding deposit bonds, guarantees or commitments to purchase any other property? Yes No

Section 7 - Purchase Funding

Have you arranged finance for this purchase? Yes No \$ Are you contributing other funds toward the purchase? Yes No \$

Attach a copy of your loan approval

Attach evidence

Section 8 - Existing Property Ownership

Do any of the applicants own existing residential property/s? Yes No **Attach council rates notice and recent loan statement (if applicable)**
Property Address Estimated Value Loan Balance Lender

Are any owners of the above properties NOT applying for this Deposit Bond? Yes No

If "yes", these parties will need to complete a separate Guarantee & Indemnity form obtainable on our website

Section 9 – For security purposes, the link to view the Deposit Bond will be emailed to the applicant(s) and their legal representative only. The applicant(s) can add other recipient details below:-

Legal Representative: Other:


Section 10 - Payment

Fee Payable: \$

For a fee quote, please visit depositpower.com.au or call **Deposit Power** on **1800 678 979**.

When the application is approved, the applicants will receive an email with a secure link to our fee payment portal. Payment can be made by credit card or debit card.

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Important Information

- By signing this document you consent to us (DP Bonds Pty Ltd ABN 39 625 083 810 and HDI Global Specialty SE HRB211924 (the Underwriter)) and some other entities collecting, using, holding and disclosing personal and credit information about you. You can find out more about how we deal with your privacy or gain access to the personal information that we hold about you, by viewing our Privacy Policy at depositpower.com.au or by contacting us on 1800 678 979. If you do not provide us with this consent or provide us with your personal information we may not be able to issue you with a Deposit Bond or provide other services.
- You must answer all questions truthfully. Ambiguous or incomplete answers may jeopardise the approval of your Application. We may ask you for further information relating to this Application.
- The Underwriter provides the benefit payable under the Deposit Bond. Any agent arranging a Deposit Bond on behalf of the Underwriter may receive a commission.
- You must read and understand the terms printed on the Deposit Bond as soon as it is issued to you. If you are not satisfied with the wording of the Deposit Bond ("Deposit Bond Wording") you must notify Deposit Power immediately by email so that the bond can be cancelled. If you do not notify us you will be deemed to have accepted the Deposit Bond Wording.
- Regardless of whether the fee for the Deposit Bond is paid by another party, all liabilities under the Deposit Bond remain against you directly including but not limited to any rights of recovery for the Deposit Bond amount and/or rights to register a Caveat against any property held by you.
- The Deposit Bond is issued electronically by the Authorised Manager and can be viewed on the Authorised Manager's system.
- If the Vendor's details are not included on the front page of the Deposit Bond, the Vendor's details are required to be registered with the Authorised Manager within 7 days of the exchange of the Contract of Sale.
- We recommend you seek your own independent legal advice regarding this Application.
- We recommend that you show the Application (including the Counter Indemnity), and the Deposit Bond Wording to your legal representative.
- You, the Applicant(s) authorise us to obtain from any credit provider, and you authorise that credit provider to disclose to us any report or information in its possession or control for the purpose of assessing your application for the Deposit Bond.
- The Deposit Bond is a surety bond under and for the purposes of the relevant Corporations legislation in Australia.
- The minimum fee payable for a short term Deposit Bond is \$500.00.
- The minimum fee payable for a long term Deposit Bond is \$700.00.

Privacy Consent

We may collect, use, hold and disclose personal and credit information about you for the purposes of arranging or providing our Bond products to you, managing and administering that Deposit Bond, investigating or managing any claim in relation to the Bond, direct marketing of products and services by us and managing our relationship with you.

Credit information includes the type and amount of credit provided to you, default information (including overdue payments) and court information. Personal information includes any information from which your identity is apparent.

Our Privacy Policy contains information about how you may access or seek correction of your personal information and credit information, how we manage that information and our complaints process. It also contains information on 'notifiable matters' including things such as the information we use to assess your creditworthiness, what happens if you fail to meet your credit obligations or commit a serious credit infringement, your right to request that credit reporting bodies (CRBs) not use your credit information for the purposes of pre-screening credit offers, and your right to request a CRB not to use or disclose credit information about you if you believe you are a victim of fraud.

Consumer and commercial credit information

We may exchange your consumer and commercial credit information with entities listed below to assess an application for consumer or commercial credit and manage that credit. In particular, we can obtain credit information about you from a CRB providing both consumer and commercial credit information.

Exchange of information with credit providers

We may exchange your personal and credit information with credit providers for the purposes of assessing your creditworthiness, credit standing, and credit history or credit capacity.

Exchange of information with guarantors


We may exchange your personal and credit information with any person who proposes to guarantee or has guaranteed payment of any debt owed to us by you for any products we have provided to you.

Exchange of information

We may exchange personal and credit information with the following types of entities, some of which may be located overseas.

- Finance brokers, mortgage managers, and persons who assist us to provide our products to you
- Financial consultants, accountants, lawyers and advisers
- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan - for example if a complaint is lodged about us or the lender
- Loss assessors, claims investigators, reinsurers or other insurance companies
- Any person where we are required by law to do so
- Any of our associates, related entities or contractors
- Your referees, such as your employer, to verify information you have provided
- Any person considering acquiring an interest in our business or assets
- Any organisation providing online verification of your identity.

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Privacy Consent (continued)

Applicant/Director/Trustee identification

We may exchange personal and credit information about you to an organisation providing verification of your identity, including online verification of your identity.

We may exchange your personal and credit information with the following credit reporting bodies:

Equifax - equifax.com.au

Dun & Bradstreet (Australia) Pty Ltd - illion.com.au

Experian - experian.com.au.

Other persons

If you have disclosed personal information about any other person, you confirm that you are authorised to:

- Disclose to us personal information about that person and to consent to its use for the purposes shown in the Privacy Consent detailed above, and
- Consent to the Authorised Manager disclosing to and obtaining from other parties, including those shown in this Privacy Consent, personal information about that person, for any of these purposes.

Refund Policy

A fee refund will only be paid if the request is made, by email or in writing, within 30 days from the date of issue of the Deposit Bond. To qualify, the refund request must be supported by an explanation as to why the refund has been requested. Deposit Power may choose to confirm that the bond has not been used to support a property purchase. Under these conditions, a full refund of the fee, less an administration fee of \$290.00 for Deposit Bonds issued for less than 6 months and \$700.00 for longer term Deposit Bonds, will be paid within 7 business days of receiving the properly supported request.

Where the Deposit Bond has been re-issued, subject to reassessment at an additional cost, the purchaser forfeits the right to a refund.

Where the Vendor and Purchaser mutually agree to rescind the contract for purchase, and on the provision of satisfactory evidence being supplied of such rescission (a letter from the vendor's or Applicant's legal representative), a pro-rata rebate of the Deposit Bond fee will be provided, calculated by reference to the number of days from the date of rescission to the date of expiry of the Deposit Bond, less an administration fee.

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In this **Application and Counter Indemnity**:

Authorised Manager means DP Bonds Pty Ltd trading as Deposit Power, ABN 39 625 083 810.

Caveat means an instrument registered on the title of real property giving notice of the interest in land created by the charge in this document and indemnity set out in this document. A Caveat may prevent the registration of dealings and plans on a title of real property under the relevant state legislation.

Applicant and Vendor mean all the parties identified as such in the Application.

Deposit Bond means the Deposit Power Bond to be issued by the Underwriter to the Vendor in respect for which this Application is made and the Counter Indemnity is given.

The Underwriter means HDI Global Specialty SE HRB211924.

In consideration of the Underwriter issuing this Deposit Bond it is agreed as follows:

1. Each Applicant unconditionally and irrevocably indemnifies the Underwriter and shall keep the Underwriter indemnified against all actions, claims, demands, liabilities, losses, damages, costs, expenses or outgoings of whatever nature including legal costs on a full indemnity basis which the Underwriter may suffer, incur or sustain as a result of or in connection with or otherwise arising out of the Deposit Bond or the Applicant's default under this Application and Counter Indemnity.
2. The Underwriter is irrevocably authorised to pay immediately any amounts demanded from the Underwriter or which the Underwriter from time to time elects or becomes liable to pay under or in connection with the Deposit Bond without any reference to or further authority from the Applicant and without being under any duty to enquire whether any claims or demands on the Underwriter are properly made notwithstanding that the Applicant may dispute the validity of any such claim, demand or payment.
3. Upon the Underwriter making any payment under or in connection with the Deposit Bond, the Applicant shall immediately owe the Underwriter the amount of such payment ("**Debt**").
4. The Applicant may defer payment of the Debt to the Underwriter for no more than ten (10) days.
5. If the Applicant fails to pay the Debt, the Underwriter shall be subrogated to the rights of the Applicant to seek recovery or relief against forfeiture of the Deposit Amount referred to in the Deposit Bond and the Applicant hereby agrees upon the request of the Underwriter or its Authorised Manager and at the cost of the Applicant to cooperate with and assist the Underwriter in seeking, in the name of the Applicant, such remedies or relief as the Applicant may be (or have been) entitled to claim.
6. If the Applicant fails to pay the Underwriter the Debt, the Applicant and the Underwriter agree that the Authorised Manager, on behalf of the Underwriter, is entitled to and may enforce this Application and Counter Indemnity in its own name, including the bringing of legal proceedings if required for recovery of the Debt on behalf of the Underwriter.
7. The Applicant hereby charges all the Applicant's current and future interests in any real property in favour of the Underwriter and the Authorised Manager to secure payment of the Debt.
8. Each Applicant acknowledges this is a security interest over its real property and the charge created by this Application and Counter Indemnity, including as set out in 7, may result in the Underwriter and/or the Authorised Manager registering a Caveat against any real property owned by the Applicant or in which the Applicant has an interest now or in the future and the Applicant expressly consents to the registering and maintenance of a Caveat against such property by or on behalf of the Underwriter and/or the Authorised Manager.
9. A Caveat may be lodged by the Underwriter and/or the Authorised Manager at any time.

10. The Applicant acknowledges and agrees that the liabilities and agreements set out in this Application and Counter Indemnity and in relation to the Deposit Bond apply to and bind the Applicant, including in the event that the fee for the Deposit Bond has been paid for by another party.
11. The terms of this Application and Counter Indemnity bind the Applicant both personally and as trustee of any trusts of which the Applicant is trustee both presently and in the future.
12. The Underwriter and/or its Authorised Manager may serve any document on the Applicant by posting the document by ordinary post to the Residential Address of the Applicant shown in this Application and Counter Indemnity, or such other address as is notified in writing by the Applicant to the Underwriter and/or its Authorised Manager.
13. Where there is more than one Applicant, an agreement or obligation on the part of the Applicant shall bind and extend to all of them jointly and each of them severally.
14. Regardless of whether a refund has been paid, if a claim has been paid out, the Counter Indemnity remains enforceable.

All Applicant(s)/Director(s)/Trustee(s) must answer the questions below and this declaration must be signed below by them.

The Deposit Bond is not in force until this application has been accepted and the Deposit Bond issued.

1. Have you, the Applicant(s)/Director(s)/Trustee(s), read and understood the Counter Indemnity?

1	Yes	No
2	Yes	No

2. Do you, the Applicant(s)/Director(s)/Trustee(s), understand the Underwriter and/or the Authorised Manager on its behalf, will have the right under the Counter Indemnity signed by you to recover from you any amount paid under the Deposit Bond?

1	Yes	No
2	Yes	No

3. Do you, the Applicant(s)/Director(s)/Trustee(s), acknowledge that you have read and understood the 'Important Information' section contained in this Application?

1	Yes	No
2	Yes	No

4. Do you, the Applicant(s)/Director(s)/Trustee(s), understand and acknowledge that the rights of the Underwriter and the Authorised Manager on its behalf, under this Counter Indemnity and/or the Deposit Bond, apply to and bind you personally and directly even where the fee for this Deposit Bond has been paid by another party?

1	Yes	No
2	Yes	No

5. Do you, the Applicant(s)/Director(s)/Trustee(s), authorise the Underwriter and the Authorised Manager to obtain from any credit provider, and do you authorise that credit provider to disclose to the Underwriter and the Authorised Manager any report or information in its possession or control for the purpose of assessing your application for the Deposit Bond?

1	Yes	No
2	Yes	No

6. Do you, the Applicant(s)/Director(s)/Trustee(s), understand and acknowledge that if the Vendor's details are not included on the front page of the Deposit Bond, the Vendor's details are required to be registered with the Authorised Manager within 7 days of the exchange of the Contract of Sale?

1	Yes	No
2	Yes	No

Counter Indemnity (continued)

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I/we consent to:

- the use and disclosure of personal information about me/us in connection with the purposes shown in the Privacy Consent detailed on pages 3 and 4.

If I/we have disclosed personal information about any other person, I/we confirm that I/we am/are authorised to:

- disclose to the Authorised Manager personal information about that person and to consent to its use for the purposes shown in the Privacy Consent detailed on pages 3 and 4, and
- consent to disclosure to, and obtaining of other personal information about that person from, other parties including those shown in the Privacy Consent, for any of these purposes.

I/we authorise the Underwriter and/or the Authorised Manager to obtain from any government authority, bank, real estate agency, or other individual company or body, any personal information in relation to the Applicant, necessary to recover any monies due to the Underwriter.

I/We confirm that I/we have read, understand and accept all the terms and conditions of this Application and Counter Indemnity.

1. Full name:

Signature:

Capacity:

Individual Director Trustee

Date:

/ /

2. Full name:

Signature:

Capacity:

Individual Director Trustee

Date:

/ /