

To: CBL Insurance Ltd

Print Name

Print Name

From: **Guarantor 1.**

**Guarantor 2.**

1. By signing this Guarantee and Indemnity, each Guarantor asks CBL Insurance Ltd NZCN 27582 (CBL Insurance) to issue the Deposit Guarantee.
2. This Guarantee and Indemnity:
  - (a) is given to CBL Insurance in return for it agreeing to issue the Deposit Guarantee;
  - (b) is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
  - (c) may be enforced against each Guarantor without CBL Insurance first having to give notice to or make demand upon any Applicant.
3. Each Guarantor jointly and severally guarantees to CBL Insurance the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.
4. As a principal obligation, each Guarantor jointly and severally indemnifies CBL Insurance against any loss CBL Insurance may suffer in connection with the Deposit Guarantee at any time because:
  - (a) an Applicant fails to pay CBL Insurance the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
  - (b) CBL Insurance is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;
  - (c) any payment to CBL Insurance is, or is claimed to be, void or voidable or a preference;
  - (d) the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
  - (e) of any other reason whatsoever.
5. The obligations of each Guarantor and CBL Insurance's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.
6. Each Guarantor waives any rights which that Guarantor has as surety which at any time may be inconsistent with the provisions of this Guarantee and Indemnity or which would restrict CBL Insurance's rights or remedies under it.
7. Each Guarantor must pay CBL Insurance for all costs and expenses (including legal costs on a full indemnity basis) CBL Insurance incurs in the exercise or enforcement by CBL Insurance of any power or remedy under the Deposit Guarantee and this Guarantee and Indemnity.
8. Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by CBL Insurance.
9. CBL Insurance can serve any document on a Guarantor by delivering it to the Address of the Guarantor shown in the Schedule or such other address as is notified in writing by the Guarantor to CBL Insurance.
10. In this Guarantee and Indemnity:
  - (a) the obligations of each Guarantor under the indemnity in 4 are entirely separate from the obligations of each Guarantor under the guarantee in 3.
  - (b) if there is more than one Guarantor, each is jointly and severally liable to CBL Insurance under this Guarantee and Indemnity.
11. Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of CBL Insurance and appoints CBL Insurance as its attorney to secure payment of all money the Guarantor owes, now or in the future, to CBL Insurance under this Guarantee and Indemnity.
12. The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which the Guarantor is trustee both presently and in the future.
13. In this Guarantee and Indemnity:

**Applicant** means each person named as Applicant in the Schedule.

**Applicant's Indemnity** means any indemnity or counter indemnity given by the Applicant to CBL Insurance Ltd in connection with the Deposit Guarantee.

**Deposit Guarantee** means the deposit guarantee issued to the Applicant under the application in respect of which this Guarantee and Indemnity has been given.

**Guarantor** means each person named as Guarantor in the Schedule

**Moneys Guaranteed** means all moneys each Applicant owes CBL Insurance Ltd, now or in the future, jointly or severally actually or contingently and for any reason, under the Applicant's Indemnity.

**Privacy Consent and Notification.** By signing this document you consent to us (CBL Insurance Limited NZCN 27582 and Deposit Power Pty Ltd ACN 160 226 442) 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 by viewing our privacy policy at [www.depositpower.com.au/dpg/privacypolicy](http://www.depositpower.com.au/dpg/privacypolicy) or 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 provide you with a guarantee or provide other services.

We may collect, use, hold and disclose personal and credit information about you for the purposes of arranging or providing the our guarantee products to you, managing and administering that guarantee, investigating or managing any claim in relation to the guarantee, 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.

You may gain access to the personal information that we hold about you by contacting us. 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 commercial and consumer 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 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 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 of any products we have provided to you.

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

- 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

**Customer identification** We may disclose personal information about you to an organisation providing verification of your identity, including on-line verification of your identity.

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

Veda Advantage Ltd - [veda.com.au](http://veda.com.au)

Dun & Bradstreet (Australia) Pty Ltd - [dnb.com.au](http://dnb.com.au)

Experian - [experian.com.au](http://experian.com.au)

Please email, fax or mail completed application to:

Email [info@depositpower.com.au](mailto:info@depositpower.com.au) Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001 Internet [depositpower.com.au](http://depositpower.com.au)

**\*Please make sure all sections of this form are completed**  
**\*Witnesses must be independent to the purchase.**

**\*Where there are more than two Guarantors, complete Guarantor details on a separate Guarantee and Indemnity Schedule**

## Section A – Property to be purchased

## Section B – Guarantors

**WARNING - Entering into this Guarantee and Indemnity involves financial risk. We recommend you seek independent legal advice before entering into this Guarantee and Indemnity.**

### Guarantor 1:

Full Name

Address

State  Postcode

Contact Number

Drivers licence number

Date of Birth  /  /

Have you read and understood the terms of this Guarantee and Indemnity?  Yes  No

Do you understand that CBL Insurance may have the right to recover from you any amount paid under the Deposit Guarantee?  Yes  No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity?  Yes  No

Have you read and do you consent to the Privacy Consent and Notification on Page 1?  Yes  No

Signature of Guarantor  Date  /  /

### Signed by the Guarantor in the presence of

Name of Witness (please print)

Address

State  Postcode

Signature of Witness  Date  /  /

### Guarantor 2:

Full Name

Address

State  Postcode

Contact Number

Drivers licence number

Date of Birth  /  /

Have you read and understood the terms of this Guarantee and Indemnity?  Yes  No

Do you understand that CBL Insurance may have the right to recover from you any amount paid under the Deposit Guarantee?  Yes  No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity?  Yes  No

Have you read and do you consent to the Privacy Consent and Notification on Page 1?  Yes  No

Signature of Guarantor  Date  /  /

### Signed by the Guarantor in the presence of

Name of Witness (please print)

Address

State  Postcode

Signature of Witness  Date  /  /

## Section C – Applicant Details

### Applicant 1:

Full Name

Address

State  Postcode

### Applicant 3:

Full Name

Address

State  Postcode

### Applicant 2:

Full Name

Address

State  Postcode

### Applicant 4:

Full Name

Address

State  Postcode

Please email, fax or mail completed application to:

Email [info@depositpower.com.au](mailto:info@depositpower.com.au) Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001 Internet [depositpower.com.au](http://depositpower.com.au)