

Section 1 – Applicant

Full Name of Self-Managed Superannuation Fund

SMSF ABN

Please provide a certified copy of your Self-Managed Superannuation Fund Trust Deed. Additional Guarantee and Indemnity Form to be completed by all trustees and members.

Number of Individual Trustees: OR Number of Trustee Company Directors:

Name of Property Trustee: Number of SMSF Members:

Section 2 – Trustee / Director Details

Applicant 1 Title Name (in full) DOB / /

Tel () Mob Driver's Lic. No. or Passport No. Issue Date / Expiry Date /

Residential Address State Postcode

Are you an Australian Permanent Resident? Yes No If No, please call the Helpline

Applicant 2 Title Name (in full) DOB / /

Tel () Mob Driver's Lic. No. or Passport No. Issue Date / Expiry Date /

Residential Address State Postcode

Are you an Australian Permanent Resident? Yes No If No, please call the Helpline

If there are more than two Trustee/Directors, please complete details on a separate application form.

If the trustee of the Self-Managed Superannuation Fund is a company please complete the following additional details.

Company Name ABN/ACN

Section 3 – Details of property to be purchased

Purchase Type Auction Private Treaty (Please provide a copy of the Contract of Sale)

Address State Postcode

Purchase Purpose Investment Other

Property Type House Unit Other

Section 4

Purchase Price \$ Guarantee Amount Required (maximum 10% of Purchase Price) \$

Section 5 – Details of funds to complete the purchase (available funds must be equal to or greater than purchase price)

1. Have you arranged finance for this purchase?
 No Yes Attach a copy of your loan approval \$

2. Are you contributing other funds toward the purchase?
 No Yes Attach evidence of funds to complete \$

Section 6 - Please send the original guarantee certificate to:

Please email and/or fax copy/s to:

Company Name <input type="text"/>	Email 1 <input type="text"/>
Contact Name <input type="text"/>	Fax 1 <input type="text"/> Name <input type="text"/>
Address/PO Box <input type="text"/>	Email 2 <input type="text"/>
State <input type="text"/> Postcode <input type="text"/>	Fax 2 <input type="text"/> Name <input type="text"/>

Section 7 - Payment Method (tick and complete details)

Fee Payable \$ Fees are charged at 1.5% of the guarantee amount. Minimum fee is \$250
 Payment must be made by the SMSF or by the SMSF trustee if the SMSF Trust Deed contains a provision enabling the SMSF trustee to be reimbursed.

Money Order Bank Cheque (attach to application) OR Please debit my Visa MasterCard Amex

Card No: Expiry Date /

Cardholder's Name Cardholder's Signature

Statement of Financial Position



depositpower.com.au

Helpline 1800 678 979

Assets and Liabilities

To be completed by all Members of the Self-Managed Superannuation Fund.
Copies of council rates notice for all the listed properties must be provided.

Property Assets

Property 1	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						
Property 2	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						
Property 3	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						
Property 4	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						
Property 5	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						
Property 6	Value \$	Loan Limit \$	Loan Balance \$	Lender	State	Postcode
Address						

Personal Investments – Cheque, Savings, Term Deposits, other accounts and publicly listed shares (include name of institution and account type)

	Present Value \$
	Present Value \$
	Present Value \$

Personal Loans, Hire Purchase, Leases etc (include name of institution and type)

	Limit \$	Amount Owing \$
	Limit \$	Amount Owing \$

Credit Cards, Store Cards, Unsecured Overdrafts etc (include name of institution and type)

	Limit \$	Amount Owing \$
	Limit \$	Amount Owing \$

Total Liabilities

Limit \$	Amount Owing \$
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Member 1: Full Name		Member 3: Full Name	
Signature	Date / /	Signature	Date / /
Member 2: Full Name		Member 4: Full Name	
Signature	Date / /	Signature	Date / /

Please email, fax or mail completed application to:

Email info@depositpower.com.au Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001

By signing this document you consent to us (CBL Insurance Limited NZCN 27582 and Deposit Power Pty Ltd ABN 49 160 226 442) 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. 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. A copy of our privacy policy can be obtained at www.depositpower.com.au/dpg/privacypolicy or by contacting us on 1800 678 979. 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.

Please see our privacy policy for more information.

- 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

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

Experian - experian.com.au.

Important Facts

(Read carefully before completing this Application)

- 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.
- CBL Insurance Ltd provides the benefit payable under the Guarantee. Any agent arranging a Guarantee on behalf of the Guarantor may receive a commission.
- You must read and understand the terms printed on the Guarantee as soon as it is issued to you. If you are not satisfied with the wording printed on the Guarantee ("**Guarantee Wording**") you must return the original unused Guarantee to Deposit Power within 30 days of issue for a partial refund (see the section titled 'Refund Policy' below). If you do not notify us within the 30 day period, you will be deemed to have accepted the Guarantee Wording.
- We recommend that you show the Application (including the Counter Indemnity), and the Guarantee Wording (including Suggested Special Condition for use in the Contract/Agreement for Sale of Land outside NSW) to your solicitor.
- The minimum fee payable for a short term guarantee is \$250.00.

Refund Policy

Refunds will only be provided where:

- The Guarantee has not been used and the original document has been returned to the Guarantor (or our Agent) within **30 days** of the date of issue. An administration fee of \$250.00 will be retained.

Warranties by Trustee(s) of the Self-Managed Superannuation Fund

Each of the individual trustee(s) or directors of the company trustee of the Self-Managed Superannuation Fund ("Fund") warrant as follows:

1. The Fund is a regulated superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1995 (Cth) ("SIS Act");
2. The Fund is and will remain a Complying Superannuation Fund within the meaning of the SIS Act;
3. The Applicant makes the application for a Deposit Power Guarantee in its capacity as trustee of the Fund;
4. The Fund's trustee(s) have the power to enter into this application and take out the Deposit Power Guarantee applied for;
5. The Fund's acquisition of the property identified in section 3 of the application is permitted under the SIS Act, and is within the powers of the trustee(s) and the written investment strategy of the Fund; and
6. The Fund has obtained independent advice that the Fund's application for, and use of, the Deposit Power Guarantee will not cause the Fund to breach the SIS Act.

Definitions applicable to this Counter Indemnity

1. **'Guarantor'** means CBL Insurance Ltd.
2. **'Guarantee'** means the Deposit Power Guarantee to be issued by the Guarantor with respect to this Application.

IN CONSIDERATION of the Guarantor issuing this Guarantee it is agreed as follows:

1. Each Applicant unconditionally and irrevocably indemnifies the Guarantor and shall keep the Guarantor 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 Guarantor may suffer, incur or sustain as a result of or in connection with or otherwise arising out of the Guarantee or the Applicant's default under this agreement.
2. The Guarantor is irrevocably authorised to pay immediately any amounts demanded from the Guarantor or which the Guarantor from time to time elects or becomes liable to pay under or in connection with the Guarantee 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 Guarantor are properly made notwithstanding that the Applicant may dispute the validity of any such claim, demand or payment.
3. Upon the Guarantor making any payment under or in connection with the Guarantee, the Applicant shall immediately owe the Guarantor the amount of such payment ("**Debt**").
4. The Applicant may defer payment of the Debt to the Guarantor for no more than ten (10) days.
5. If the Applicant fails to pay any amount hereunder, the Guarantor shall be subrogated to the rights of the Applicant to seek recovery or relief against forfeiture of the Deposit Amount referred to in the Guarantee and the Applicant hereby agrees upon the request of the Guarantor and at the cost of the Applicant to cooperate with and assist the Guarantor in seeking, in the name of the Applicant, such remedies or relief as the Applicant may be (or have been) entitled to claim and the Applicant hereby appoints the Guarantor (and each of its officers) to be its attorney, upon default by the Applicant, to make and prosecute any such claim in the name and according to the entitlement and circumstances of the Applicant. The Applicant agrees to ratify anything done by the attorney in accordance with this clause.
6. The terms of this agreement bind the Applicant both personally and as trustee of any trusts of which the Applicant is trustee both presently and in the future.
7. The Guarantor may serve any document on the Applicant by delivering the document to the Residential Address of the Applicant shown on the first page of this Application, or such other address as is notified in writing by the Applicant to the Guarantor.
8. 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.

All Applicants must answer the questions below and this declaration must be signed by all Applicants. The Deposit Power Guarantee is not in force until this Application has been accepted by the Guarantor and the Deposit Power Guarantee has been issued.

Have you, the Applicant(s), read and understood the Counter Indemnity? Yes No

Do you, the Applicant(s), understand the Guarantor will have the right under the Counter Indemnity signed by you to recover from you any amount paid under the Guarantee? Yes No

Do you, the Applicant(s), acknowledge that the 'Important Facts' section contained in this Application was brought to your notice? Yes No

Do you, the Applicant(s), authorise the Guarantor to obtain from any credit provider, and do you authorise that credit provider to disclose to the Guarantor any report or information in its possession or control for the purpose of assessing your application for the Deposit Power Guarantee? Yes No

I/we consent to:

- the use and disclosure of personal information about me in connection with the purposes shown in the Privacy Consent detailed on the previous page.

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

- disclose to you personal information about that person and to consent to its use for the purposes shown in the Privacy Consent detailed on the previous page, 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.

Applicant(s) (or Director) 1:

Full Name

Signature Date / /

In the Presence of an independent Witness

Name of Witness

Address

State Postcode

Signature Date / /

Applicant(s) (or Director) 2:

Full Name

Signature Date / /

In the Presence of an independent Witness

Name of Witness

Address

State Postcode

Signature Date / /

Please email, fax or mail completed application to:

Email info@depositpower.com.au Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001

To: CBL Insurance Ltd

Print Name

From: **Guarantor 1.**

Print Name

Guarantor 2.

- By signing this Guarantee and Indemnity, each Guarantor asks CBL Insurance Ltd NZCN 27582 (CBL Insurance) to issue the Deposit Guarantee.
- This Guarantee and Indemnity:
 - is given to CBL Insurance in return for it agreeing to issue the Deposit Guarantee;
 - is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
 - may be enforced against each Guarantor without CBL Insurance first having to give notice to or make demand upon any Applicant.
- 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.
- 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:
 - an Applicant fails to pay CBL Insurance the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
 - 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;
 - any payment to CBL Insurance is, or is claimed to be, void or voidable or a preference;
 - the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
 - of any other reason whatsoever.
- 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.
- 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.
- 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.
- Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by CBL Insurance.
- 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.
- In this Guarantee and Indemnity:
 - the obligations of each Guarantor under the indemnity in 4 are entirely separate from the obligations of each Guarantor under the guarantee in 3.
 - if there is more than one Guarantor, each is jointly and severally liable to CBL Insurance under this Guarantee and Indemnity.
- 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.
- 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.
- Where the Applicant is the trustee of a superannuation fund, then despite any other provision of any document or any right conferred or implied by law or statute, the Guarantor will have no recourse or right of contribution against the Applicant whatsoever in respect of any payment, cost, expense or anything else arising from or relating to this guarantee. For example, if the Guarantor pays any money to CBL Insurance Limited, the Guarantor will not be entitled to claim that amount back from the Applicant.
- 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 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

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

Please email, fax or mail completed application to:

Email info@depositpower.com.au Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001 Internet 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

Full Name of Self-Managed Superannuation Fund

Applicant (or Director) 1:

Full Name

Signature Date / /

Applicant (or Director) 2:

Full Name

Signature Date / /

Applicant (or Director) 3:

Full Name

Signature Date / /

Applicant (or Director) 4:

Full Name

Signature Date / /

Please email, fax or mail completed application to:
Email info@depositpower.com.au Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001 Internet depositpower.com.au

This form is to be completed by the Deposit Power Agent for AML/CTF identification purposes

Document Identification

Name of document sighted

Type of document sighted (please tick one)

<input type="checkbox"/> Original Trust Deed	<input type="checkbox"/> Certified Copy of Trust Deed
<input type="checkbox"/> Original Extract of Trust Deed	<input type="checkbox"/> Certified Extract of Trust Deed

Date of Document

Name of Person Identifying Document

Organisation of Person Identifying Document

Signature of Person Identifying Document

Date of Identification

Please note that a certified copy of the full SMSF Trust Deed must be provided with the application.

Agent Details

Agent Name

Agent Company Name

Agent Email

Agent Phone Number

Agency Code

Office/
Branch Code

Please email, fax or mail completed application to:

Email info@depositpower.com.au Fax 1800 678 914 Address GPO Box 4044 Sydney NSW 2001