

depositpower.com.au

Helpline 1800 678 979

Purchaser Type: Individual Application *(Please complete all but section 2)* Company / Trust Application *(Please complete all Sections)*
 Guarantee Term: 6 months Over 6 months Please advise the Sunset Date/Completion Date / / or Term Months

Section 1 - Applicant / Director Details

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: /
 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: /
 Are you an Australian Permanent Resident and currently reside in Australia? Yes No

Section 2 - Company / Trust Applicant

Company / Trust Name: *Please provide a company search. Additional Guarantee and Indemnity Form to be completed. Please refer to depositpower.com.au or call the Helpline 1800 678 979*

Section 3 - Details of Property to be purchased

Purchase Type: Auction Private Treaty Purchase Purpose: Investment Owner Occupier
 Address: State: Postcode:
 Property Type: House Unit Land Commercial Other:

Section 4 - Guarantee Details

Purchase Price: \$ Guarantee Amount Required: \$
Maximum 10% of Purchase Price

Section 5 - Purchase Funding

Have you arranged finance for this purchase? No Yes Attach a copy of your loan approval \$
 Are you contributing other funds toward the purchase? No Yes Attach evidence \$

Section 6 - Existing Property Ownership

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

Are any owners of the above properties NOT applying for this Deposit Guarantee? No Yes
(If "yes", these parties will need to complete a separate Guarantee & Indemnity form)

Section 7 - Please send the original guarantee certificate to Please email copy/s of the guarantee certificate to

Business Name: Email 1:
 Contact Name: Email 2:
 Address/PO Box: Email 3:
 State: Postcode: Email 4:

Section 8 - Payment Method

Fee Payable: \$

For a fee quote, please visit depositpower.com.au or call Deposit Power on 1800 678 979.
 Payment can be made by credit card or debit card. Our staff will contact the **APPLICANT** to arrange payment once the application is approved.

Email info@depositpower.com.au

Postal Address GPO Box 2586 Sydney NSW 2001

By acknowledging this document you consent to us (DP Bonds Pty Ltd ABN 39 625 083 810 and Lombard Insurance Company Limited RN 119/001253/06) 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/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 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 for 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.

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:

Equifax - equifax.com.au
Dun & Bradstreet (Australia) Pty Ltd - dnb.com.au
Experian - experian.com.au

Important Information

- 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.
- Lombard Insurance Company Limited 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 you seek independent legal advice.
- We recommend that you show the Application (including the Counter Indemnity), and the Guarantee Wording to your solicitor.
- 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 Power Guarantee.
- The minimum fee payable for a short term guarantee is \$220.00
- The minimum fee payable for a long term guarantee is \$700.00

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 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.

Refund Policy

Refunds will only be provided where:

The Guarantee has not been used and the original document has been returned to Deposit Power within **30** days of the date of issue. An administration fee of \$220.00 will be retained for short term guarantees and \$700.00 for long term guarantees.

Definitions applicable to this Counter Indemnity

1. **'Guarantor'** means Lombard Insurance Company Limited RN 1990/001253/06.
2. **'Guarantee'** means the Deposit Power Guarantee to be issued by the Guarantor with respect to this Application.
3. **'Authorised Manager'** means DP Bonds Pty Ltd ABN 39 625 083 810

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 or its Authorised Manager 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) and its Authorised Manager severally to be its attorney ("**the 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. If the Applicant fails to pay the Guarantor the Debt, the Applicant and Guarantor agree that the Authorised Manager, on behalf of the Guarantor, can bring legal proceedings in its own name against the Applicants for recovery of the Debt on behalf of the Guarantor.
7. The Applicant hereby charges all the Applicants current and future interests in any real property in favour of the Guarantor and the Authorised Manager and appoints the Attorney to secure payment of the debt.
8. 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.
9. The Guarantor and 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, or such other address as is notified in writing by the Applicant to the Guarantor or its Authorised Manager.
10. 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 and 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 Guarantee? Yes No

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

Do you, the Applicant(s), authorise the Guarantor and the Authorised Manager to obtain from any credit provider, and do you authorise that credit provider to disclose to the Guarantor and the Authorised Manager 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.

I/we authorise the Guarantor and 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 Guarantor.

Applicant (or Director) 1:

Full name:

Signature:

Date: / /

Applicant (or Director) 2:

Full name:

Signature:

Date: / /