



Deposit Bond Australia Pty Limited  
 ABN 28 003 772 487  
 Agent for Deposit Underwriters Pty Ltd



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

# Deposit Bond Application

Finance Backed - 6 Month Term

Referrer Name:

Phone:

Fax:

## Applicants Personal Details (First Applicant's Details)

Title: Mr, Mrs, Ms  Surname  Given Names

Address  State  Postcode:

Telephone (Home)  Telephone (Work)  Mobile

Date of Birth  /  /  Driver's Licence

Are you a permanent Resident of Australia? Yes  No

## Applicants Personal Details (Second Applicant's Details)

Title: Mr, Mrs, Ms  Surname  Given Names

Address  State  Postcode:

Telephone (Home)  Telephone (Work)  Mobile

Date of Birth  /  /  Driver's Licence

Are you a permanent Resident of Australia? Yes  No

## Company Applicant (Company directors are to complete the above applicant information)

Company Name

ABN

Address  State  Postcode:

## 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

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

Purchase Type: Owner Occupied  Investment  Land  Purchase Price \$  Deposit Bond \$   
(Max 10% of purchase price)

Expected Settlement Date:  /  /  Max deposit bond term is 6 months. Longer term bonds are available on the separate long term application form.

## Financial Information (tick and state the relevant amount)

Have you arranged finance for this purchase?

Yes  No  (attach a copy of your unconditional loan approval)

\$

Have you sold your present property to assist with the purchase?

Yes  No  (attach a signed and dated copy of the contract of sale)

\$  +

Are you contributing other funds toward the purchase?

Yes  No  (attach evidence of contribution, eg. Bank statements, etc)

\$  +

Subtotal

\$

Do you have any outstanding mortgage loans on your present property?

Yes  No  (only applicable if selling this property or refinancing or repaying existing debt)

\$  -

Total

\$  =

(must be equal to or greater than purchase price)

Is there any "Put and Call - Option Agreement" (or any other agreement) relating to this property purchase?

Yes  No  (If yes, a copy of the agreement is to be provided with the application.)

## Applicants Representative (Please send the deposit bond to)

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

Title Name (in full)

Company Name

Postal Address

State  Postcode:

Telephone (Home)

Telephone (Work)

Mobile

Do you require a copy of the Bond?

Yes  No

or, please fax to:

(  )

## Information Required

(Please tick)

100 points identification. (eg. Passport = 70, Birth Certificate = 70, Driver's Licence = 40, Medicare/Credit Cards = 25)

Copy of your unconditional Loan Approval

Most recent statement of funds to contribute to settlement (eg. Bank Statements, Share Certificates, Term Deposits)

Front Page of the Contract of Sale including any special conditions

Current loan statement(s) to confirm existing debt over any property being sold

## Payment Details

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.

Bond Amount

\$

Bond Fee

\$

Handling Fee

\$

Total Fee Payable

\$

Bank Cheque payable to Deposit Bond Australia 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 504, Level 5, 64-76 Kippax Street, Surry Hills NSW 2010  
Telephone: (02) 9966 1044 Fax: (02) 9966 1320 www.depositbondaustralia.com.au

## Important Facts

- QBE provides the benefit payable under the bond. Deposit Underwriters Pty Limited is an authorised agent for QBE Insurance (Australia) Limited and receives commission from QBE for these transactions. Deposit Bond Australia Pty Limited is an authorised agent of Deposit Underwriters and receives 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).

## 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](mailto: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.

## 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 "applicant's 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.

# Terms and Conditions of this Application and any Deposit Bond issued as a result of this Application *(continued)*

## 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