



Deposit Bond Application

for **CORPORATE** Applicant(s)
WITH FINANCE Approval (Terms < 6 months)

1. Corporate Applicant's Particulars						Referrer Code		
Name of Applicant					ABN			
Incorporation Date	/	/	Place					
Trading Name (if different)								
Preferred Contact Name					Phone			
Type of Entity	Partnership with an ABN			<input type="checkbox"/>			Individual with an ABN	<input type="checkbox"/>
	Incorporated Trading Company			<input type="checkbox"/>			Incorporated Non-Trading Company	<input type="checkbox"/>
	Incorporated Company ATF Superannuation Fund			<input type="checkbox"/>			Corporate or Individual Trustee for an Australian Trust Entity	<input type="checkbox"/>
Nature of Business						Years Trading		
Address of Principal Office								
Postal Address					Email			
Office Phone No (include area code)					Fax No			
Trading Bank			Branch			Phone/Email		
Accountant's Name				Phone/Email				
Mortgage Broker's Name				Phone/Email				
Solicitor's or Conveyancer's Name & Firm								
Postal Address						State	Postcode	
Phone			Email					
Liquidation: Has the Applicant or any of its related entities had a Liquidator, a Trustee in Bankruptcy, a Receiver or External Administrator appointed?							Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does the Applicant or any of its nominated related entities have any connection or relationship with the Vendor or Developer? If Yes, please provide details							Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does the Applicant's Charter / Trust Deed permit the Applicant to acquire property and use a deposit bond?							Yes <input type="checkbox"/> No <input type="checkbox"/>	
Intended Purpose of Property Purchase: Owner/Occupation <input type="checkbox"/> Investment <input type="checkbox"/>								
Has the Applicant, the Guarantor or any related entity committed to purchasing any property other than that which is the subject of this application? If there is a current outstanding commitment, please provide details.							Yes <input type="checkbox"/> No <input type="checkbox"/>	

2. Individual(s) and/or Guarantor(s) Details						
Name						
Residential Address					State	Postcode
Phone (H)				(W)	Mobile	
Email					Fax	
Date of Birth	/	/	Partnership Status			Driver's Licence No
I am a Permanent Australian Resident or Citizen <input type="checkbox"/> I am a Director <input type="checkbox"/> and Shareholder <input type="checkbox"/> with _____ % of Ownership.						
I have been associated with the Applicant for _____ years. My current role is _____						
As an executive director and/or shareholder I acknowledge and accept the responsibility to provide my personal guarantee in support of the Applicant's commitment to purchase the subject property and to comply with its obligations under this Deposit Bond Application. I warrant that the particulars set out herein are true and correct and declare that I am over the age of eighteen years and have never entered into any arrangement or composition with my creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against me. I further declare that I am not an undischarged bankrupt.						
I agree that QBE, or its authorised agent, may contact my employer(s), accountant(s) or any other relevant party to obtain information, including confirmation of income and employment history, for the purposes of assessing and reviewing this application for a Deposit Bond.						
Individual or Guarantor's Signature						

2. Individual(s) and/or Guarantor(s) Details

Name					
Residential Address					Postcode
Phone (H)				(W)	Mobile
Email					Fax
Date of Birth	/	/	Partnership Status		Driver's Licence No
I am a Permanent Australian Resident or Citizen <input type="checkbox"/> I am a Director <input type="checkbox"/> and Shareholder <input type="checkbox"/> with _____ % of Ownership.					
I have been associated with the Applicant for _____ years. My current role is _____					
As an executive director and/or shareholder I acknowledge and accept the responsibility to provide my personal guarantee in support of the Applicant's commitment to purchase the subject property and to comply with its obligations under this Deposit Bond Application. I warrant that the particulars set out herein are true and correct and declare that I am over the age of eighteen years and have never entered into any arrangement or composition with my creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against me. I further declare that I am not an undischarged bankrupt.					
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Individual or Guarantor's Signature					

3. Particulars of Property to be Purchased

Vendor's Name					
Address of Property to be Purchased					
	State		Postcode		Purchase Price \$
Property Type	Commercial <input type="checkbox"/>	Industrial <input type="checkbox"/>	Retail <input type="checkbox"/>	Residential <input type="checkbox"/>	Going Concern <input type="checkbox"/>
Tenure	Freehold <input type="checkbox"/>	Leasehold <input type="checkbox"/>	Strata Title <input type="checkbox"/>	Company Title <input type="checkbox"/>	Community Title <input type="checkbox"/>
Improvements	Improved <input type="checkbox"/>	Vacant Land <input type="checkbox"/>	Under Construction <input type="checkbox"/>		
Area: Internal Area	m ²	Land Size	m ²	Current Use	
Property is to be purchased: By Private Treaty <input type="checkbox"/> At Auction <input type="checkbox"/>					
Note: If property purchased at Auction details of property must be provided to DBA within 48 hours.					
Is the Contract for Sale subject to a related Put and Call Option? If Yes, please provide copy.					Yes <input type="checkbox"/> No <input type="checkbox"/>

4. Source of Settlement Funds

What funds or assets will be used to settle the property? Please attach most recent & applicable statements or records			
Loan Monies	\$	Superannuation	\$
Cash Saving	\$	Sale of Shares	\$
Sale of Property	\$	Sale of Tangible Assets	\$
Other	\$		

5. Deposit Bond Value and Term

Deposit Bond Value	\$	being	%	of Purchase Price	\$
Deposit Bond Term	Months	Anticipated Settlement Date	/	/	

6. Payment and Delivery Details

An Application fully completed must be received and fee paid prior to issue of the deposit bond. No refund will be allowed after issue of the bond.

Deposit Bond Fee	\$	Handling Fee	\$	Total Fee	\$
Cash <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Credit Card <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> * Merchant Service fees of 1.10% may apply for Credit Card payments					
Name on Card				Expiry Date	/ /
Card Number					
Card Verification Number (CVN)		Cardholder's Signature			
Is the Deposit Bond to be Collected by Hand? <input type="checkbox"/> OR Forwarded directly to: Applicant <input type="checkbox"/> Legal Representative <input type="checkbox"/> Other <input type="checkbox"/>					
Please provide alternative delivery instructions, if details differ from this Application or Contract for Sale:					
Name				Phone	Fax
Mailing Address				State	Postcode

7. Disclosure Statement

The benefit payable under the deposit bond is provided solely by QBE Insurance (Australia) Limited (“QBE”) ABN 78 003 191 035. Deposit Bond Australia Pty Limited (“DBA”) ABN 28 002 772 487 is an agent for QBE specifically authorised to approve and issue deposit bonds to corporate applicant(s) purchasing commercial, industrial and retail property. The reference to QBE and DBA includes all successors and assignees. DBA’s services are remunerated by QBE from the transaction fee charged for each issued deposit bond.

8. Authorisation to Access Consumer Credit Information

8.1 QBE & DBA Privacy Promise

QBE and DBA are committed to safeguarding the privacy and confidentiality of personal information, relevant to this application. QBE or DBA will only collect personal information, which is relevant to this application for a deposit bond and the provision of a guarantee and use it in a way that would reasonably be expected, in order for QBE and DBA to provide deposit bond services to the Applicant.

Without this personal information QBE will not be able to issue a deposit bond.

We may need to disclose personal information to our reinsurers, our advisers and for the purpose of litigation.

In addition QBE and DBA will:

- Give the relevant individual opportunity to correct any personal information, or obtain access to it (some restrictions and costs may apply).
- Provide dispute resolution procedures in respect of any complaint an individual may have regarding their personal information.

Further information can be obtained by contacting our Compliance Manager by Telephone: (02) 9375-4444; Fax: (02) 8275-9022 or email to compliance.manager@qbe.com

8.2 Notice of Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act 1988)

QBE, or DBA, may give information about any individual or guarantor (“you”; “your”; “I/we”; “me/us”; and “my/our”) relevant to this Application, 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.

9. Applicant’s Representations and Warranties

The Applicant requests QBE through DBA to provide it with a Deposit Bond for the Deposit Bond Value requested in this application.

The Applicant warrants and represents 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 the Applicant will 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, the Applicant

- will, 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;
- acknowledges that the Counter Indemnity Agreement set out below will automatically be binding;
- acknowledges and agrees that QBE must pay out under the Deposit Bond irrespective of whether:
 - (i) the vendor is entitled to terminate the contract for sale;
 - (ii) the vendor is entitled to claim the deposit under the contract for sale; or
 - (iii) the Applicant has a dispute with the vendor
- acknowledges and agrees 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 the Applicant and without the need for any further authority from the Applicant.

The Applicant warrants and represents that to the best of its knowledge there are or have been:-

- (i) no material claims, attempted claims, or potential claims against an insurer, a guarantor, a financier or any other surety body in relation to either the Applicant entity or a related entity of the Applicant; or
- (ii) no material industrial or litigious action against the Applicant entity or a related entity of the Applicant

10. Counter Indemnity Agreement

10.1 In consideration of QBE issuing the Deposit Bond, the Applicant:

- (A) – unconditionally and irrevocably indemnifies 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;
 - agrees to pay QBE within 7 days of demand any amount so indemnified;
 - understands that if it does 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.

(B) agrees that, upon QBE:

- making a written demand under this Indemnity; or
- being notified in writing by the Applicant that it considers there has been a material adverse change in its financial position or that it considers it will not be able at any future time to perform the terms and conditions set out in this Indemnity,

then QBE, 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 the Applicant’s present and future real and personal property (whether held solely or jointly with any other party).

(C) irrevocably appoints QBE as its attorney and agent to enforce or pursue any rights the Applicant may have under any contract for sale to which the Deposit Bond relates, and in this regard the Applicant irrevocably authorises QBE to commence and conduct any legal proceedings in the Applicant’s 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;

(D) agrees to:

- do anything which it can do as the owner of its real and personal property; and
- sign any documents 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 its 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
- confirms 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 the Applicant owns (whether solely or jointly with any other party) and the Applicant irrevocably authorises QBE to lodge and/or maintain a caveat over any such property.

10.2 The law governing the Indemnity is the law of the jurisdiction in which the property to be purchased is situated.

11. Signing & Acknowledgement

The Applicant acknowledges and agrees that:

- QBE has no obligation to provide the Applicant with the Deposit Bond unless QBE accepts this application and receives the fee specified by DBA in cleared funds;
- Neither QBE nor any of its Agents is under any obligation to refund fees after issue of the Deposit Bond;
- QBE may require further information and materials to be provided in support of this application; and
- if a Deposit Bond is issued, it will 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.

QBE or DBA may provide you with additional information on other products and services. If you do not wish to receive such information please tick this box

12. Execution Clause

By signing this Application the Applicant understands that the Counter Indemnity Agreement:

- gives QBE the right to recover from the Applicant any amount paid by QBE under this Deposit Bond; and
- can create a charge over the Applicant’s real and personal property

Note: This application (including the Counter Indemnity Agreement) is executed as a deed. We recommend the Applicant seeks legal advice on the contents of this application including the Counter Indemnity Agreement.

Executed as a Deed

Executed by: (insert company Name)			
Director’s name		Director/Secretary’s Name	
Signature		Signature	
Date	/ /	Date	/ /

All Correspondence and Enquiries should be directed to:
 Deposit Bond Australia Pty Ltd
 Locked Bag 4004, Surry Hills, NSW 2010; or
 Suite 402, Lv 4, 83 Kippax Street, Surry Hills, NSW 2010
 Email: admin@deposit.com.au
 (T) 02 9966 1044 or 1800 BOND 88 (F) 02 9966 1320