

Issued by: QBE Insurance (Australia) Limited
ABN 78 003 191 035

Introducer:	Contact Name:	Phone Number:
Email Address:		

All applicants must complete the following sections

Applicant Details

Company / Trust Name		ABN	
<input type="text"/>		<input type="text"/>	
Registered Office Address	Suburb	State	Postcode
<input type="text"/>			
Telephone	Website Address	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Director's / Trustee's Names			
<input type="text"/>			
Has the company/trust ever had an external administrator appointed? (Y/N)		<input type="text"/>	Years in operation <input type="text"/>
Profit After Tax – Current Year		Profit After Tax – Previous Year	
<input type="text"/>		<input type="text"/>	

Details of Property Being Purchased

Name of Vendor		Development Name	
<input type="text"/>		<input type="text"/>	
Address of Property	Suburb	State	Postcode
<input type="text"/>			
Proposed use of Property:			
Owner Occupied <input type="text"/>	Residential Investment <input type="text"/>	Commercial <input type="text"/>	Other <input type="text"/>
Type Of Property:			
House <input type="text"/>	Townhouse / Unit <input type="text"/>	Land Only <input type="text"/>	Other <input type="text"/>
Purchase Price	\$ <input type="text"/>	Expected Settlement Date (Sunset Clause Date)	<input type="text"/>
Is there a "Put and Call" Option associated with this property purchase (Y/N)?		<input type="text"/>	If Yes, please attach details

Deposit Bond Details

Deposit Bond Amount	\$ <input type="text"/>	(Not to exceed 10% of purchase price)
Required duration of the Deposit Bond	<input type="text"/>	Months
Do you have a written offer of finance? (Y/N)	<input type="text"/>	If YES, name of lender <input type="text"/>
Are you contributing funds to this purchase? (Y/N?)	<input type="text"/>	If YES, amount of funds \$ <input type="text"/>

Deposit Bond Details (continued)

Are you selling another property to raise funds for this purchase (Y/N)?

☐

If YES, address of property

Has the company / trust ever applied for a deposit bond before (Y/N)?

☐

If YES, please provide details

Has the company / trust ever had a deposit bond called on by a vendor (Y/N)?

☐

If YES, please provide details

Are the Applicants/Buyers in any way related to the Vendor (Y/N)?

☐

Details of Applicant's Legal Representative

Name of Contact Person

Name of Firm

Mailing Address

Suburb

State

Postcode

Telephone

Email address

Important Facts

- QBE provides the benefit payable under the deposit bond. Aussie Bonds Australia Pty Ltd is an authorised agent for QBE Insurance (Australia) Limited and receives a commission from QBE for these transactions. Referrers of business to Aussie Bonds Australia Pty Ltd may receive a commission from Aussie Bonds Australia Pty Ltd. The referrer's 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).
- An application fully completed and signed must be received and fee paid before the Deposit bond can be issued
- No refund will be allowed after the Deposit Bond is issued.

Payment Details

Bond Fee

\$

Payment Options

Direct Deposit / Internet Banking

Deposits can be made into our bank account. Cheques should be made payable to Aussie Bonds Australia Pty Ltd Trust Account

- # Suncorp Bank
- Account Name: Aussie Bonds Australia Pty Ltd
- BSB Number: 484799
- Account Number: 604453069

Credit Card

Name on Card

Card Number

Card Type (Visa / MasterCard)

Expiry Date

 /

CSV

Total Fee Payable

Signature

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 Aussie Bonds Australia Pty Ltd ("ABA") (ACN 127 577 440). The reference to QBE and ABA includes the successors and assigns of QBE and ABA.

For the purposes of this application, references to:

- "you", "your", "I/we", "me/us" and "my/our" is a reference to the applicant/s referred to in the sections titled "Applicant Details" on page one 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 ABA 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 through its agent ABA 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 ABA of the change. QBE may at its option revoke any approval if 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 auction, advise ABA and provide ABA 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;
 - the vendor is entitled to terminate the contract for sale
 - the vendor is entitled to claim the deposit under the contract for sale
 - I/we have a dispute with the vendor
- acknowledge and agree that QBE is irrevocably authorised to pay out under the Deposit Bond 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.

Counter Indemnity Agreement

In consideration of QBE issuing the Deposit Bond to me/us, I/we:

- 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 upon 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%. The interest is payable on demand.
- agree that upon QBE:
 - making a written demand under this Indemnity
 - 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
 - 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 Acknowledgements

I/we acknowledge and agree that:

- QBE has no obligation to provide me/us with a Deposit Bond unless QBE accepts my/our application and receives the "Total Fee Payable" by Aussie Bonds Australia Pty Ltd in cleared funds.
- QBE may require further information and materials to be provided in support of this application.
- 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 entitled "Counter Indemnity Agreement" of this application.

IMPORTANT – By signing this application, you acknowledge that you understand and agree to the following statements.

- The Counter Indemnity Agreement gives QBE the right to recover from you any amount paid by QBE under this Deposit Bond.
- The Counter Indemnity Agreement gives QBE the right to create a charge over your real and personal property.

This application (including the Counter Indemnity Agreement) is executed as a deed

Signed, sealed and delivered by **Director / Trustee 1 Name**

Signature

Date

Signed, sealed and delivered by **Director / Trustee 2 Name**

Signature

Date

Privacy Policy & Authorisation to Access Consumer Credit Information

Our Privacy Policy

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 to 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 on (02) 9375-4656; Fax (02) 9221 1330 or email to compliance.manager@qbe.com

Aussie Bonds Australia Pty Ltd (ACN 127 577 440) acts as the agent for QBE Insurance (Australia) Limited ABN 78 003 191 035 and both entities are covered by the Privacy Act 1988 and its 2000 Amendment ('the Act'). Please ensure that you familiarise yourself with our Privacy Policy.

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.

The 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 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 exchange my/our credit worthiness

I/We understand that the information exchanged can include anything about my/our credit worthiness, my/out 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.

Director / Trustee 1

Name

Signature

Date

Director Trustee 2

Name

Signature

Date

Refund & Rebate Policy

If applicants decide not to proceed with the Contract of Sale, which the Deposit Bond was issued for and the Deposit Bond remains unused and is returned within 30 days from the date of issue, we will refund the bond fee, less our issue fee.

If the Deposit Bond is issued as an 'open bond' (for auctions), there's no refund and the bond remains valid to be used up to the Expiry Date noted on the deposit bond. The deposit bond can be extended, if the settlement date goes beyond the Expiry Date on the Deposit Bond.

If the deposit bond has been issued for a long-term settlement ('off the plan' purchases), so long as greater than 6 months, we will pro-rata refund the unexpired period from the actual Settlement Date of the underlying Contract of Sale to the Expiry Date noted on the Deposit Bond, up to a maximum value of 18 months*. To claim the refund, we must receive (a) written proof of the actual settlement; (b) the 'original' Deposit Bond; and (c) within 45 days of the Settlement Date. A handling fee of \$220 applies. The refund policy only applies if the purchaser(s) noted on the original Deposit Bond settles and take ownership of the noted property. The refund policy doesn't apply if the property is on-sold during the construction period. (*Example A, if the property settles 4 months before the Expiry Date on the Deposit Bond, there's no refund. Example B, if we issue a Deposit Bond for 48 months and the project completes and settles at say 26 months, then the refund will be based on a maximum of 18 months and not the 22 months remaining.)

If the above Refund Policy isn't clear or your situation is different to that outlined, you must seek clarification from us, in writing, before you submit this application and we proceed to issue the Deposit Bond. Variations can't take place once the Deposit Bond has been issued.