

Reference Number

Important Privacy Notice

You are advised to seek independent legal advice before signing this guarantee and indemnity form. This document imposes serious and binding legal obligations upon you.

Important Notice

Before you complete the guarantee and indemnity, please read our Privacy Policy which has been provided to you and which can be viewed at www.depositaccess.com.au If you do not understand any aspect, please contact Deposit Access on (02) 9368 1522

<input type="text"/>
<input type="text"/>

Details of Guarantor(s)

Guarantor 1

Title Surname Given Name (s)

Gender **M** **F** Date of Birth Number of Dependents Drivers licence Number Expiry Date

Are you An owner occupier Living with relatives Renting per week Other

Current Address Suburb State Postcode Years there

Telephone **Home** **Work** Fax **Home** **Work**

Mobile Email

Have you ever been bankrupt? Y N Are you an Australian citizen? Y N

Guarantor 2

Title Surname Given Name (s)

Gender **M** **F** Date of Birth Number of Dependents Drivers licence Number Expiry Date

Are you An owner occupier Living with relatives Renting per week Other

Current Address Suburb State Postcode Years there

Telephone **Home** **Work** Fax **Home** **Work**

Mobile Email

Have you ever been bankrupt? Y N Are you an Australian citizen? Y N

Identification

Please provide copies of your identification, a minimum of 100 points is required (including proof of permanent residency/citizenship)

- | | | | | | | | |
|-------------------|--------------------------|------------------------|--------------------------|----------------------|--------------------------|---------------|--------------------------|
| Passport (70) | <input type="checkbox"/> | Birth Certificate (70) | <input type="checkbox"/> | Drivers License (40) | <input type="checkbox"/> | Medicare (25) | <input type="checkbox"/> |
| Rates Notice (25) | <input type="checkbox"/> | Credit Cards (25) | <input type="checkbox"/> | ATM (25) | <input type="checkbox"/> | | |

Applicant and Property Details

Applicant(s) Names(s)

Address of Property to be purchased

Suburb

State

Postcode

Date of Application:

Deposit Bond Amount:

Terms and Conditions of Guarantee**Details for the Guarantee**

For the purposes of this Guarantee:

"Great Lakes" is a reference to Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP") Level 22, Goldfields House, 1 Alfred Street, Sydney NSW Australia 2000, and assigns of Great Lakes

"Applicant" means the person referred to in the section titled "details of guarantor" of this Guarantee, and if more than one person is named then all of those persons jointly and each of them severally

"Application" means the application referred to in the section titled "details of guarantor" of this Guarantee made by the Applicants (referred to in the section titled "details of guarantor" of this Guarantee) to Great Lakes through DA, and without limiting the generality of the foregoing includes the Counter Indemnity Agreement included in the Application

"Deposit Access" is a reference to Deposit Access Pty Ltd ABN 60 091 487 553 ("DA") of 265-277 Liverpool Street, Darlinghurst NSW Australia 2010 and includes the successors and assigns of DA

"Guarantee" means the guarantee and indemnity set out in this Guarantee and Indemnity Form and includes all of the information and matters set out therein

"you", "your", "I/we", "me/us" and "my/our" is a reference to the guarantors referred to in the section titled "details of guarantor" of this application, and if there is more than one guarantor it is a reference to all of them jointly and each of them severally

Request by the Guarantors to Great Lakes

I/We request Great Lakes through DA to provide the Applicant with a Deposit Bond for the Deposit Bond Amount requested in the Application and in consideration for the provision of the Deposit Bond hereby agree to all of the terms and conditions set out in this Guarantee.

Additional Matters

I/We warrant and represent that all of the information and materials provided to Great Lakes and DA in this Guarantee is 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 DA of the change. Great Lakes may at its option revoke any approval provided if there is any material change.

If a Deposit Bond is provided to the Applicant, I/We:

- acknowledge that this Guarantee will be automatically binding upon me/us
- acknowledge and agree that Great Lakes must pay out under the Deposit Bond irrespective of whether or not:
 - the vendor is entitled to terminate the contract for sale for the property
 - the vendor is entitled to claim the deposit under the contract for sale for the property
 - the Applicant has a dispute with the vendor of the property
- acknowledge and agree that Great Lakes may pay out under the Deposit Bond without reference to, and without the need for any authority from, the Applicant and/or me/us.

The Guarantee and Indemnity provisions

1. I/We agree to pay Great Lakes all amounts on any account whatsoever which are or may become owing to Great Lakes by the Applicant at any time pursuant to or arising out of or in connection with the Application.
2. As a separate and additional obligation, I/we indemnify Great Lakes against any and all losses which may be suffered or incurred by Great Lakes as

a result of the failure by the Applicant to comply with the terms and conditions set out in the Application or if for any reason whatsoever the amounts guaranteed pursuant to this Guarantee become irrecoverable from the Applicant (for reasons including without limitation, the lack of capacity of the Applicant or the Application being held void in whole or in part as against the Applicant, irrespective of whether Great Lakes was aware of the difficulties with the Application and/or the Applicant).

3. This Guarantee shall be a continuing guarantee and indemnity for the purpose of securing the whole of the amount guaranteed pursuant to this Guarantee and any other money's payable by me/us pursuant to this Guarantee.
4. Great Lakes may enforce this Guarantee against me/us without first having to issue any demand or take any enforcement action against the Applicant or any other persons who may have provided security or another guarantee and indemnity in respect of the obligations of the Applicant to Great Lakes pursuant to the Application.
5. This Guarantee shall not be affected or prejudiced by, nor shall the rights of Great Lakes against me/us be affected by, any matter or event that may occur, even if that matter or event would ordinarily have the effect of releasing me/us from liability. Without in any way limiting the generality of the foregoing, examples of matter or events include:
 - (a) the bankruptcy, winding up or appointment of an external administrator to the Applicant or any other guarantor of the same amounts guaranteed pursuant to this Guarantee, or any other arrangement made by the Applicant with any or all of its creditors, including Great Lakes;
 - (b) Great Lakes granting time or any other indulgence to the Applicant or any other party who may be or becomes liable to pay the same amounts guaranteed pursuant to this Guarantee, or otherwise compounding or compromising with any party all or any part of the amount guaranteed pursuant to this Guarantee;
 - (c) the fact that Great Lakes is unable or unwilling to enforce any other security or guarantee and indemnity held in respect of the same amounts guaranteed pursuant to this Guarantee;
 - (d) the transfer by Great Lakes of the rights and obligations arising under the Application or this Guarantee to any third party or parties;
 - (e) any variation, modification or novation of the terms of the Application, irrespective of whether such variation, modification or novation occurred with or without the knowledge and/or consent of me/us;
 - (f) any release by Great Lakes of any security held from any party, or the release of any other guarantor of the obligations of the Applicant to Great Lakes;
 - (g) any defect in the Application, the Deposit Bond or any other guarantee and indemnity from a third party or any other security held from a third party which may render the same unenforceable;
 - (h) the failure of Great Lakes to obtain or perfect any other guarantee and indemnity or security obtained from any other third party; or
 - (i) any delays by Great Lakes in enforcing its rights pursuant to the Application, this Guarantee or any other security or guarantee held in respect of the same amounts guaranteed pursuant to this Guarantee.
6. I/We expressly agree that:
 - (a) my/our liability under this Guarantee shall not be discharged by payment of the whole or part of the amount guaranteed pursuant to this Guarantee if Great Lakes is at any time subsequent to the receipt of that payment required to disgorge or repay any payment so received or if the payment received is by way of cheque and proceeds of that cheque are not met upon presentation; and
 - (b) as long as there are amounts which are or may become payable pursuant to this Guarantee, I/we shall not seek to make any claim against the Applicant or the estate of the Applicant or any other guarantor or estate of another guarantor, or in any way compete with any claim of Great Lakes against the Applicant or any other guarantor of the obligations of the Applicant pursuant to the Application.
7. Any demand or notice issued by Great Lakes pursuant to this Guarantee may be signed by an officer of Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARPA") on behalf of Great Lakes Reinsurance (UK) PLC ("Great Lakes") or DA or any solicitor of Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARPA") on behalf of Great Lakes Reinsurance (UK) PLC ("Great Lakes") or DA, and may be served upon me/us personally, or by forwarding same by pre-paid mail to our address noted in this Guarantee, or such other address as I/we may have advised Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARPA") on behalf of Great Lakes Reinsurance (UK) PLC ("Great Lakes") in writing. Any demand or notice served by pre-paid mail shall be deemed to have been served two business days after the date of posting, irrespective of whether the demand or notice is received by me/us.
8. A certificate signed by a manager of Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARPA") on behalf of Great Lakes Reinsurance (UK) PLC ("Great Lakes") stating the amount due and owing pursuant to this Guarantee shall in the absence of manifest error be prima facie evidence of the facts stated therein.
9. As further security for my/our obligations under this Guarantee,
 - (a) I/we agree that upon Great Lakes
 - (i) making a written demand under this Guarantee; or
 - (ii) notifying me/us in writing that it considers there has been a material adverse change in my/our financial position and/or the financial position of the Applicant or that it considers I/we will not be able at any future time to perform the terms and conditions set out in this Guarantee and/or the Applicant will not be able at any future time to perform the terms and conditions set out in the Application 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 Guarantee all of my/our present and future real and personal property (whether held solely or jointly with any other party)
 - (iii)
 - (b) irrevocably appoint Great Lakes as my/our attorney and agent to:
 - (i) do anything which I/we can do as the owner of my/our real and personal property;
 - (ii) sign any documents on my/our behalf of any nature to perfect the creation of the charge contemplated under this Guarantee or for the purpose of registering any such charge (as may be required)and I/we hereby ratify and confirm any and all acts that Great Lakes carries out as my/our agent and/or attorney pursuant to this authority and power of attorney
 - (c) confirm that any charge over real property created in favour of Great Lakes under this Guarantee creates an equitable interest in favour of

Great Lakes in any present or future real property I/we own (whether solely or jointly with any other party) and I/we irrevocably authorise Great Lakes to lodge and/or maintain a caveat over any such property.

10. I/We shall pay all costs, charges and expenses that may be incurred by Great Lakes in enforcing or taking any action pursuant to this Guarantee and/or the Application.
11. This Guarantee shall be binding upon my/our successors, executors and administrators. Great Lakes may without notice to me/us assign its rights and interests in this Guarantee to any third party.

The law governing this Guarantee is the law of the jurisdiction in which the property referred to in the Application is situated.

Signing and Acknowledgments

I/We acknowledge and agree that:

Great Lakes has no obligation to provide the Applicant with the Deposit Bond unless Great Lakes accepts the Application and receives the fee specified by DA in cleared funds

Great Lakes may require further information and materials to be provided in support of the Application and the matters set out in this Guarantee

If a Deposit Bond is issued, I/we shall be bound by all of the terms and conditions set out in this Guarantee

IMPORTANT – BEFORE YOU SIGN THIS APPLICATION

Do you fully understand that the Counter Indemnity Agreement:

- gives Great Lakes the right to recover from you any amount paid by Great Lakes under this Deposit Bond? Yes No
- can create a charge over your real and personal property? Yes No

Signed by Guarantor 1

Signed by Guarantor 2

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Name

Name

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Date / /

Date / /

Consent to use and disclosure of information

I/We acknowledge and agree that:

- I/we have read and familiarised myself/ourselves with your Privacy Policy
- I/we consent to the collection, storage, use and disclosure of my/our personal information (including sensitive information) for the purposes and in the manner set out in the Privacy policy

Signed by Guarantor 1

Signed by Guarantor 2

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Name

Name

--	--

Date / /

Date / /

Employment and Income Statement

Guarantor 1

Job Title

 Are you self employed? Y N

If yes, name of Business

Telephone

Fax

If no, name of Employer

Employer contact details

Telephone

Fax

My employment is:

 Full Time Part Time Casual Other (specify)

Income Details - P.A.Y.G ONLY

Gross Annual Income (before tax)

 \$

Income Details – Self employed

Total Gross Annual Income (before tax)

Current year

 \$

Previous year

 \$

Total Company Net Profit

 \$

 \$

Guarantor 2

Job Title

 Are you self employed? Y N

If yes, name of Business

Telephone

Fax

If no, name of Employer

Employer contact details

Telephone

Fax

My employment is:

 Full Time Part Time Casual Other (specify)

Income Details - P.A.Y.G ONLY

Gross Annual Income (before tax)

 \$

Income Details – Self employed

Total Gross Annual Income (before tax)

Current year

 \$

Previous year

 \$

Total Company Net Profit

 \$

 \$

Please provide the following

Employee – proof of income (min 2 types)

Letter of Employment

Bank Statement (showing pay cycle)

Most recent pay slip

Latest copy of tax return

Self-employed – proof of income

Copies of last 2 years personal tax return

Copies of last 2 years company tax return

Your Assets

Real Estate

Property 1		
Address of property	Market Value	Monthly rental income
	\$	\$

Property 2		
Address of property	Market Value	Monthly rental income
	\$	\$

Property 3		
Address of property	Market Value	Monthly rental income
	\$	\$

Bank Accounts/Funds on deposit

Name of Institution (bank, building society)	Account Type (eg cheque, savings)	Current Balance
		\$
		\$
		\$

Other Investments (shares, life insurance, superannuation etc)

Name of Institution	Investment type	Current Value
		\$
		\$
		\$

Vehicles (cars, boats, caravans etc) Loan/lease hire purchase payment

Make and Model	Year built	Current Value
		\$
		\$
		\$

\$

Total

Please provide the following

Rates notices on property(ies) – if applicable
 Most recent statement of funds on deposit – if applicable
 Copy of share holding statements – if applicable

Most recent statement of superannuation – if applicable
NB: You must be able to demonstrate your ability to complete the purchase

Your Liabilities

Mortgages (home loans, business loans, overdrafts and line of credit facilities)

Name of Lender	Type of Loan	Monthly Payment	Current Balance
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Unsecured Loans (personal loans, car loans, credit cards, store cards)

Name of Lender	Type of Card (eg VISA)	Credit Limit	Current Balance
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Contingent Liabilities (guarantees, other unexpired deposit bonds)

Name of Provider	Type (eg deposit bond, guarantee)	Maximum Potential Liability
		\$
		\$
		\$
		\$

Total Liabilities

Please provide the following

- Most recent mortgage statement(s)
- Most recent car loan or personal loan statement(s)
- Most recent margin lending facility statement

Application Check List**Income Confirmation**

PAYG Applicants - min 2 types
Letter of employment
Most recent pay slip
Bank statement (showing pay cycle)
Latest copy of tax return
Last years Group Certificate

Self-employed – proof of income
Copies of last two years personal Tax return
Copies of last two years company Tax return

Identification

100 points proof of ID
(including proof of permanent
residency/citizenship)

Passport (70)
Birth Certificate (70)
Drivers License (40)
Rates Notice (25)
Credit Cards (25)
ATM (25)
Medicare Card (25)

Proof of Assets

You must be able to demonstrate your ability to complete the purchase

Rates notices on property(ies) – if applicable
Most recent statement of funds on deposit – if applicable
Copy of share holding statements – if applicable

Proof Of Liabilities

Most recent mortgage statement(s)
Most recent car loan or personal loan statements
Most recent margin lending facility statements
Other financial commitments if any