

# Guarantee and Indemnity, including Property Security Interest

Deposit Power

## Please read carefully



To: HDI Global Specialty SE

From:   
Guarantor 1. Print Name

From:   
Guarantor 2. Print Name

1. In this Guarantee and Indemnity:

**Applicant** means each person named as Applicant in the Guarantee and Indemnity Schedule (the Schedule).

**Applicant's Indemnity** means any indemnity or counter indemnity given by the Applicant to the Underwriter in connection with the Deposit Bond.

**Authorised Manager** means Credeq Australia Pty Ltd, ABN 39 625 083 810

**Caveat** means a caveat against dealings with an estate or interest in land lodged under the Land Transfer Act 2017 (or any successor, replacement or equivalent legislation).

**Deposit Bond** means the Deposit Power Bond to be issued to the Applicant under the Application in respect of which the Applicant's Indemnity and this Guarantee and Indemnity is given.

**Guarantor** means each person named as Guarantor in the Schedule.

**Moneys Guaranteed** means all moneys each Applicant owes the Underwriter, now or in the future, jointly or severally, actually or contingently and for any reason, under the Applicant's Indemnity and/or in relation to this Deposit Bond.

**The Underwriter** means HDI Global Specialty SE HRB211924.

1. By signing this Guarantee and Indemnity, each Guarantor asks the Underwriter to issue the Deposit Bond.

2. This Guarantee and Indemnity:

- (a) is given to the Underwriter in return for it agreeing to issue the Deposit Bond;
- (b) is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
- (c) may be enforced against each Guarantor without the Underwriter first having to give notice to or make demand upon any Applicant.

3. Each Guarantor jointly and severally guarantees to the Underwriter the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.

4. Each Guarantor acknowledges and agrees that the liabilities and agreements set out in this Guarantee and Indemnity apply to and bind the Guarantor including in the event the fee for the Deposit Bond has been paid for by another party.

5. As a principal obligation, each Guarantor jointly and severally indemnifies the Underwriter against any loss the Underwriter may suffer in connection with the Deposit Bond at any time because:

- (a) an Applicant fails to pay the Underwriter the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
- (b) The Underwriter is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;
- (c) any payment to the Underwriter is, or is claimed to be, void or voidable or a preference;
- (d) the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
- (e) of any other reason whatsoever.

6. The obligations of each Guarantor and the Underwriter's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.

7. Each Guarantor waives any rights which that Guarantor has as surety which at any time may be inconsistent with the provisions of this Guarantee and Indemnity or which would restrict the Underwriter's rights or remedies under it.

8. Each Guarantor irrevocably agrees that the Authorised Manager, on behalf of the Underwriter, is entitled to and may enforce this Guarantee and Indemnity in its own name, including the bringing of any legal proceedings if required.

9. Each Guarantor must pay the Underwriter for all costs and expenses (including legal costs on a full indemnity basis) the Underwriter and/or the Authorised Manager incur in the exercise or enforcement by the Underwriter and/or the Authorised Manager of any power or remedy under the Applicant's Indemnity and this Guarantee and Indemnity.

10. Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by the Underwriter or the Authorised Manager in writing.

11. The Underwriter and or the Authorised Manager can serve any document on a Guarantor by posting the document by ordinary post to the Address of the Guarantor shown in the Schedule or such other address as is notified in writing by the Guarantor to the Underwriter or the Authorised Manager.

12. In this Guarantee and Indemnity:

- (a) the obligations of each Guarantor under the Guarantee and Indemnity in clause 3 are entirely separate from the obligations of each Guarantor under the indemnity in clause 6.
- (b) if there is more than one Guarantor, each is jointly and severally liable to the Underwriter under this Guarantee and Indemnity.

13. Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of the Underwriter and the Authorised Manager and appoints the Underwriter and or the Authorised Manager as its attorney to secure payment of all money the Guarantor owes, now or in the future, to the Underwriter under this Guarantee and Indemnity.

14. Each Guarantor acknowledges that the charge created by this Guarantee and Indemnity including as set out in paragraph 14, may result in the Underwriter and/or the Authorised Manager registering a Caveat against any real property owned by each Guarantor or in which each Guarantor has an interest now or in the future and each Guarantor expressly consents to the registering and maintenance of that Caveat against such property.

15. A Caveat may be lodged by the Underwriter and/or the Authorised Manager at any time. As long as a caveat remains entered on the register of land (**register**) kept by the Registrar-General of Land (**Registrar**) under the Land Transfer Act 2017 (or any successor, replacement or equivalent legislation), the Registrar must not register an instrument or record any matter in the register that transfers, charges, or prejudicially affects the charge granted under this Guarantee and Indemnity including as set out in clause 14.

16. The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which either Guarantor is trustee both presently and in the future.

Please read carefully



## Privacy Consent and Notification

By signing this document each Guarantor consents to the Authorised Manager and the Underwriter (hereafter 'we' or 'us') and some other entities at the Authorised Manager's direction, collecting, using, holding and disclosing personal and credit information about each Guarantor. Each Guarantor can find out more about how we deal with each Guarantor's privacy, or gain access to the personal information that we hold, by viewing our Privacy Policy. If each Guarantor does not provide us with this consent or provide us with their personal information we may not be able to issue a Deposit Bond or provide other services.

We may collect, use, hold and disclose personal and credit information about each Guarantor for the purposes of arranging or issuing our Deposit Bond, managing and administering any Deposit Bond, investigating or managing any claim in relation to any Deposit Bond, including enforcing our rights under this Guarantee and Indemnity, direct marketing of products and services by us and managing our relationship with each Guarantor.

Credit information includes the type and amount of credit provided to each Guarantor, default information (including overdue payments) and court information. Personal information includes any information from which any Guarantor's identity is apparent or any information about an identifiable individual.

Our Privacy Policy contains information about how each Guarantor may access or seek correction of each Guarantor's 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 each Guarantor's creditworthiness, what happens if any Guarantor fails to meet their credit obligations or commits a serious credit infringement, each Guarantor's right to request that credit reporting bodies (CRBs) not use their credit information for the purposes of pre-screening credit offers, and each Guarantor's right to request a CRB not to use or disclose credit information about them if a Guarantor believes they are a victim of fraud.

We will comply with the requirements of the Privacy Act 2020 for safeguarding each Guarantor's personal information. Where the personal information may be readily retrieved, each Guarantor shall have access to it and the right to request correction.

## Consumer and commercial credit information

We may exchange each Guarantor's commercial and consumer credit information with entities listed below to assess an application for a Deposit Bond and manage that Deposit Bond. In particular, we can obtain credit information about each Guarantor from a CRB providing both consumer and commercial credit information.

## Exchange of information with credit providers

We may exchange any Guarantor's personal and credit information with credit providers for the purposes of assessing your creditworthiness, credit standing, and credit history or credit capacity.

## Exchange of information with guarantors

We may exchange each Guarantor's personal and credit information with any person who proposes to guarantee or has guaranteed payment of any debt owed to us by each Guarantor of any products issued by us.

**Exchange of information** We may exchange personal and credit information with the following types of entities, some of which may be located overseas.

- Finance brokers, mortgage managers, and persons who assist us to provide our products
- Financial consultants, accountants, lawyers and advisers
- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of any Deposit Bond or any financial product or loan – for example if a complaint is lodged about us or any other person
- 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
- Each Guarantor's referees, such as each Guarantor's employer, to verify information each Guarantor has provided
- Any person considering acquiring an interest in our business or assets
- Any organisation or Ministry (including the Ministry of Justice) providing online verification of each Guarantor's identity or for the purposes of verifying any personal information or credit information.

## Guarantor identification

We may disclose personal and credit information about each Guarantor to an organisation providing verification of their identity (including under the Anti-money Laundering and Countering Financing of Terrorism Act 2009), including on-line verification of their identity and any other person referred to under "Exchange of information" above.

Without limiting our rights under "Exchange of information" above, we may exchange each Guarantor's personal and credit information with the following credit reporting bodies:

[Equifax Pty Ltd - [equifax.co.nz](http://equifax.co.nz)

Dun & Bradstreet (Australia) Pty Ltd - [illion.com.au](http://illion.com.au)

Experian - [experian.com.au](http://experian.com.au).

## Other persons

If any Guarantor has disclosed personal information about any other person, that Guarantor confirms that it is 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 us disclosing to and obtaining from other parties, including those shown in this Privacy Consent, personal information about that person, for any of these purposes.

## Holding of personal and credit information

Each Guarantor has the right to know the agencies that may hold its personal information and a right to correct it if it is wrong. Generally, we hold your personal information in [New Zealand or Australia]. It may be held on our behalf by service providers (including cloud-based storage providers in [New Zealand] and overseas). The addresses of agencies that may hold personal information are:

## Electronic Communications

Each Guarantor consents to us communicating with them electronically with respect to this Guarantee and Indemnity. Each Guarantor also consents to us sending each Guarantor marketing material (including targeted marketing) and/or messages electronically or otherwise. Each Guarantor acknowledges and consents to any telephone calls to and from us being recorded and held for the purposes set out in this document.

# Guarantee and Indemnity Schedule



Please read carefully 

- Please make sure all sections of this form are completed
- Witnesses must be independent to the purchase
- Where there are more than two Guarantors, complete Guarantor details on a separate Guarantee and Indemnity Schedule

## Section 1 - Purchase Property Details

Property Address:  Postcode:

## Section 2 - Guarantors

**WARNING** - Entering into this Guarantee and Indemnity involves financial risk. We recommend you seek independent legal advice before entering into this Guarantee and Indemnity.

### Guarantor 1:

Full Name:   
Is this Individual a New Zealand citizen:  Yes  No  
Date of Birth:  /  /   
Driver Lic. or Passport No.:   
Expiry Date:  /  /   
Contact Number:   
Email address:   
Residential address:   
Postcode:

Have you read and understood the terms of this Guarantee and Indemnity?  Yes  No

Do you understand that the Underwriter and the Authorised Manager may have the right to recover from you any amount paid under the Deposit Bond?  Yes  No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity?  Yes  No

Have you read and understood and do you consent to the Privacy Consent and Notification on Page 2 (including that you authorise the Underwriter and the Authorised Manager to obtain, use, exchange and disclose credit information and personal information for all purposes referred to in and in accordance with the Privacy Consent)?  Yes  No

Signature of Guarantor:  Date:  /  /

Name of Witness:   
Address:  Postcode:

Signature of Witness:  Date:  /  /

### Guarantor 2:

Full Name:   
Is this Individual a New Zealand citizen:  Yes  No  
Date of Birth:  /  /   
Driver Lic. or Passport No.:   
Expiry Date:  /  /   
Contact Number:   
Email address:   
Residential address:   
Postcode:

Have you read and understood the terms of this Guarantee and Indemnity?  Yes  No

Do you understand that the Underwriter and the Authorised Manager may have the right to recover from you any amount paid under the Deposit Bond?  Yes  No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity?  Yes  No

Have you read and understood and do you consent to the Privacy Consent and Notification on Page 2 (including that you authorise the Underwriter and the Authorised Manager to obtain, use, exchange and disclose credit information and personal information for all purposes referred to in and in accordance with the Privacy Consent)?  Yes  No

Signature of Guarantor:  Date:  /  /

Name of Witness:   
Address:  Postcode:

Signature of Witness:  Date:  /  /

**Section 3 - Deposit Bond Applicant Details**

**Applicant 1:**

Full Name:   
Address:   
Postcode:

**Applicant 3:**

Full Name:   
Address:   
Postcode:

**Vendor:**

**Applicant 2:**

Full Name:   
Address:   
Postcode:

**Applicant 4:**

Full Name:   
Address:   
Postcode: