

Terms of Application

1. Applicant's Warranty

The Applicant/s warrant/s:

- (1) that the details provided on their Applicant Details Sheet are true and correct
- (2) that they are not bankrupt or insolvent

2. Applicant/s Agrees

The Applicant/s agree/s that:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) the Applicant/s will sign the Tenancy Agreement forthwith upon being notified of acceptance of this Application by the Agent.
- (3) this Tenancy Application, unless accepted, creates no contractual or legal obligations between the parties.
- (4) they understand that the Landlord/Agent is not required to give an explanation to them for any Application not approved.
- (5) on acceptance of this Application for Tenancy by the Landlord being notified to the Applicant/s, verbally or in writing, the Applicant/s will rent the Premises from the Landlord under a Tenancy Agreement drawn up by the Agent and, upon the signing of the Tenancy Agreement, pay the Bond and Rent amounts in Item (1) by a method acceptable to the Agent. Such payments to be cleared funds prior to occupancy.

3. Holding Fee (if applicable)

- 3.1 If a Holding Fee amount is specified in Item (1) the Applicant/s will be required to pay such fee to the Agent, upon the Applicant/s Application for Tenancy being approved by the Landlord/ Agent. Such fee, if a Tenancy Agreement is entered into after payment of a Holding Fee, will be retained by the Landlord/Agent and paid towards the first payment of Rent.
- 3.2 Should the Applicant/s refuse to enter into the Tenancy Agreement (except in the case of refusal due to misrepresentation or failure to disclose a material fact by the Landlord or Landlord's Agent) any Holding Fee paid by the Applicant/s will be retained by the Landlord/Agent.
- 3.3 If the Applicant/s have paid a Holding Fee, the Landlord/Agent must not enter into a Tenancy Agreement with any other person within 7 days of payment of such fee or within such further period as may be agreed with the Applicant/s unless the Applicant/s notifies the Landlord/Agent that they no longer wish to enter into a Tenancy Agreement.

4. Privacy Statement

- 4.1 The Agent collects and uses personal information provided by you as the Applicant/s to assess your application for a residential tenancy and provide services required by you or on your behalf during the tenancy.
- 4.2 You as the Applicant/s agree the Agent may subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose personal information to:
 - (1) the Owner of the Premises to which this Application for Tenancy applies; &/or
 - (2) (subject to the provisions of Division 2 of the *Residential Tenancies Act 2010*) tenancy databases for the purposes of properly assessing the risk in providing you with the lease; &/or
 - (3) tradespeople and similar contractors engaged by the Owner/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
 - (4) nominated Referees to confirm information provided by you; &/or

- (5) the Owner's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Agent relating to the administration of the Premises and use of the Agent's services; &/or

- (6) the utility connection provider, where you have opted for such a service in Item (4), for the purpose of enabling the connection and/or disconnection of your utility services; &/or

- (7) Owners Corporations.

4.3 Without provision of certain information the Agent may not be able to act effectively or at all on the Owner's behalf as a result of which your Application may not contain sufficient information to be acceptable to the Owner.

4.4 The Applicant/s have the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.

5. Notes to Applicant/s

5.1 The following documents form part of this Application:

- (1) Application for Tenancy (first page)
- (2) Terms of Application
- (3) Each Applicant's, Applicant Details Sheet
- (4) Any other annexure and/or special conditions as provided by the Agent.

5.2 Each Applicant must read and initial every page as acceptance of the information provided.

5.3 For the purpose of service of notice, service on any one Applicant shall be deemed to be served on all Applicants.

APPLICANT DETAILS SHEET

(to be completed by each adult Applicant and unaccompanied minors)

Item Schedule

Item

1. APPLICANT'S DETAILS

Name:
 Phone (H): Phone (W): Mobile: Date of Birth: / /
 Email: Vehicle Rego No.:

1.1 Current Address:

Period of Occupancy: Situation: **Renting / Owned / Other** Other Situation:
 Landlord/Agent Details (if applicable) Name: Phone:
 Rent: Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving:

1.2 Previous Address (if applicable):

Period of Occupancy: Situation: **Renting / Owned / Other** Other Situation:
 Landlord/Agent Details (if applicable) Name: Phone:
 Rent: Payment Period: **Weekly / Fortnightly / Monthly** Reason for leaving:

1.3 Have you ever been evicted from a premises? Yes No Are you currently in debt to any Landlord/Agent? Yes No

2. APPLICANT'S EMPLOYMENT *(NOTE: If self employed please provide a statement of income from your accountant/tax returns)*

2.1 Current Occupation:

Employment Type: Duration: Weekly Income:
 Employer/Business Name & ACN/Centrelink Details:
 Address: Contact: Phone:

2.2 Previous Occupation:

Employment Type: Duration: Weekly Income:
 Employer/Business Name & ACN/Centrelink Details:
 Address: Contact: Phone:

3. REFEREES *(All Referees should not be related to you)*

Business Referee: Phone: Relationship:
Personal Referee: Phone: Relationship:

4. EMERGENCY CONTACT

Note: Required to contact you as a matter of urgency and your normal contact details are not responding.

Next of Kin: Phone:
 Address: Mobile:
Other: Phone:
 Address: Mobile:

100 POINTS OF IDENTIFICATION CHECKLIST *Each Applicant must produce 100 points of I.D. as marked with an asterisks (*)*

..... Last 4 Rent Receipts	POINTS <input type="checkbox"/> Phone, Electricity, Gas or Rates Bills	POINTS (each) <input type="checkbox"/>
..... Drivers License	POINTS <input type="checkbox"/> Pay Slips	POINTS <input type="checkbox"/>
..... Photo ID	POINTS <input type="checkbox"/> Tenancy History Ledger	POINTS <input type="checkbox"/>
..... Passport	POINTS <input type="checkbox"/> Bank/Cr Card Statements	POINTS (each) <input type="checkbox"/>
..... Birth Certificate	POINTS <input type="checkbox"/>		POINTS <input type="checkbox"/>
..... Pension or Health Care Card	POINTS <input type="checkbox"/>	TOTAL POINTS:

I, the Applicant, give my consent for the Agent to make enquiries (in accordance with the Privacy Statement on the Application for Tenancy Form) to verify the information I have provided herein.

I, the Applicant, have read and agree to the information provided in the Application for Tenancy Form & agree to be bound by the Terms of Application detailed in the Application for Tenancy Form.

Applicant's Signature:

Landlord's/Agent's Signature:

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