

Terms of Application

1. Applicant's Warranty

The Applicant/s warrant/s:

- (1) the details provided on their Applicant Details Sheet are true and correct
- (2) no Applicant is bankrupt or insolvent

2. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) they have inspected the Premises in Item (1) and accept its condition.
- (2) where the Applicant has been given a Form 18a General Tenancy Agreement (including Standard and any Special Terms) in accordance with Section 58 of the *Residential Tenancies and Rooming Accommodation Act 2008*, then:
 - (1) 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 in accordance with the terms and conditions of the Form 18a General Tenancy Agreement provided in accordance with Clause 2(2).
 - (2) upon the signing of the Tenancy Agreement, to pay the Bond and Rent amounts in Item (1) in an approved way as more particularly set out in the Tenancy Agreement.
 - (3) the Applicant/s will forthwith upon receipt of same, sign the completed Tenancy Agreement.
 - (4) this Application for Tenancy, unless accepted, creates no contractual or legal obligations between the parties.
- (3) that the Landlord/Agent are not required to give an explanation to the Applicant/s for any Application not approved.

3. Holding Deposit

Note: Clauses contained under the heading 'Holding Deposit' shall only apply where Holding Deposit details have been completed in Item (1) of the Item Schedule.

- 3.1 If the Applicant/s have paid to the Agent a Holding Deposit, such Holding Deposit, if the Application is successful and a Tenancy Agreement is entered into, will be applied in full or part payment of the Rental Bond and any remainder applied towards the Rent for the Tenancy Agreement.
- 3.2 Should the Application for Tenancy be successful and the Applicant/s fail to, within the Holding Deposit Acceptance Period:
 - (a) accept the offer of tenancy; or
 - (b) otherwise notify the Landlord/Agent of their intentions not to proceed with the tenancy; or
 - (c) having notified of their intention to accept the tenancy, not taken all necessary and reasonable steps to enter into a Tenancy Agreement.

then any Holding Deposit paid by the Applicant/s will be forfeited to the Landlord.

- 3.3 Should the Application for Tenancy not be accepted, the Holding Deposit will be refunded in full to the Applicant/s.
- 3.4 The Applicant/s acknowledge the Landlord/Agent will not accept a Holding Deposit from another prospective tenant until the expiration of the Holding Deposit Acceptance Period (Item 1) which unless otherwise specified shall be 48 hours from the giving of a receipt.

4. Privacy Statement

- 4.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

- 4.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you as the Applicant/s, or obtained by other means, to assess your application for a residential tenancy and provide the services required by you or on your behalf.

- 4.3 You as the Applicant/s agree, to further assess your Application, the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the Landlord as Owner of the Premises to which this Application for Tenancy applies; &/or
- (2) residential tenancy databases for the purpose of confirming details in your Application and enabling a proper assessment of the risk in providing you with the lease; &/or
- (3) tradespeople and similar contractors engaged by the Landlord/Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
- (4) previous managing agents and nominated Referees to confirm information provided by you; &/or
- (5) the Landlord'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) Body Corporates

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

- 4.5 The Applicant/s have the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

- 4.6 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

5. Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in the Item Schedule.

6. Notes to Applicant/s

- 6.1 The following documents form part of this Application:

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

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

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