

# Deposit Power Guarantee

Deposit Power Helpline

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Date of Issue

20 February 2004

Guarantee Number

XZ0000XXXXX

Date of Expiry

20 August 2004

## Particulars of Purchasers

Purchasers' Names

MAVIS SMITH

BURT SMITH

Primary Purchaser's Address

1029 SMITH STREET

SYDNEY NSW 2000

## Particulars of Property to be Purchased

*This Guarantee is only valid when the property details are completed.*

*The Purchaser is authorised to complete this Section if the sale of property is by auction.*

Vendors' Names

GEORGE JONES

ACME INVESTMENT INC.

ACME PROPERTY LISTINGS PTY LTD

Primary Vendor's Address

LEVEL 4, 210 GEORGE STREET

SYDNEY NSW 2000

AUSTRALIA

Property to be Purchased

10/421 NEW STREET

KELLYVILLE PARK

KELLYVILLE NSW 2047

AUSTRALIA

Purchase Price

**\$500,000.00**

Fee

**\$600.00**

**Maximum Amount of Guarantee**

**\$50,000.00**

For and on behalf of

*Vero Insurance Limited (the Guarantor)*



Steven Waters

General Manager

Deposit Power

Guarantor: Deposit Power is issued by Vero Insurance Limited ABN 48 005 297 807.

Deposit Power is a registered Trademark of Vero Insurance Limited.

**DEPOSIT  
POWER®**

**Your deposit, guaranteed**

Part of the **Vero** Group

## To the Vendor

In consideration of the **Vendor** accepting this from the **Guarantor** instead of the **Vendor's** entitlement to some or all of the deposit under the **Contract of Sale**, the **Guarantor** will, within two (2) clear business days of receipt from the **Vendor** of the original **Guarantee** and a copy of:

- a) i) where the **Property to be Purchased** is in Victoria, the notice of rescission which has been served on the **Purchaser** and a statement signed by the **Vendor** confirming that the **Purchaser** had not remedied the default specified in the notice of rescission within the period specified in the **Contract of Sale**;
- ii) where the **Property to be Purchased** is outside Victoria, the notice of termination which has been served on the **Purchaser**,  
and which, in either case, would consequently entitle the **Vendor** to keep, recover or declare forfeited the deposit, pay the amount demanded by the **Vendor** up to but not exceeding the **Maximum Amount of Guarantee** or 10% of the Purchase Price, whichever is the lesser.
- b) the notice of rescission or termination which has been served by the **Purchaser** is exercising its right to cool off under the relevant legislation (if any), pay the amount which is required to be forfeited to the **Vendor**, but not exceeding the amount prescribed by law, if any.

Such payment shall be made to the person nominated in the **Contract of Sale** to hold the deposit.

The liability of the **Guarantor** to make such payment is not impaired or discharged in the event the **Vendor** is not entitled to serve the notice or termination or notice of rescission.

This **Guarantee** takes effect on the **Date of Issue**.

This **Guarantee** only applies to the **Contract of Sale** of the **Property to be Purchased**.

Where the **Contract of Sale** is made at an auction, the **Purchaser** is authorised to complete the details of the **Property to be Purchased**, the **Vendor's** Name, the **Vendor's** Address and the Purchase Price on the page overleaf without notice to the **Guarantor**.

This **Guarantee** expires on the earliest of when:

1. The **Contract of Sale** is completed; or
2. The **Guarantor** pays the amount required to be paid under this **Guarantee**;  
or
3. The **Contract of Sale** is terminated or rescinded and, in either case, the **Purchaser** is entitled to a refund of the deposit; or
4. The expiry date occurs.

The rights of the **Purchaser** to resist forfeiture of the deposit or recover the deposit are not impaired by any payment by the **Guarantor** under this **Guarantee**.

Terms typed in bold in this **Guarantee** are references to the terms defined on this page or the page overleaf. "**Contract of Sale**" means the contract for the sale of the **Property to be Purchased**.

## Suggested Special Condition: for inclusion in the Contract for Sale of Land

- a) In this contract, the word '**Guarantee**' means the Deposit Power **Guarantee** issued to the **vendor**\* at the request of the **purchaser** by Vero Insurance Limited (the '**Guarantor**') and in, and to the effect of, the form annexed hereto and marked '(marking to be inserted)'
- b) The delivery of the **Guarantee** no later than the time the deposit is required to be paid under this contract to the person "**Depositholder**" nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the **Guarantee**, be deemed to be payment of the Deposit in accordance with this contract.
- c) On completion of this contract, the **purchaser** shall pay to the **vendor**, in addition to all other monies payable under this contract, the amount stipulated in the **Guarantee**, either by way of cash or unendorsed bank cheque.
- d) If the **vendor** serves on the **purchaser** a notice of termination\*\*, then to the extent that the amount had not already been paid by the **Guarantor** under the **Guarantee**, the **purchaser** shall forthwith pay the deposit (or so much thereof as had not been paid) to the **Depositholder**.
- e) The **vendor** acknowledges that payment by the **Guarantor** under the **Guarantee** shall, to the extent of the amount paid, satisfy the **purchaser's** obligation to pay the deposit under the previous paragraph.
- f) The **vendor** acknowledges that the **Guarantee** ceases to have effect, and the **Guarantor** ceases to be liable under the **Guarantee** from and including the expiry date of the **Guarantee**.

\* In Queensland and the Australian Capital Territory substitute '**Buyer**' for '**Purchaser**' and '**Seller**' for '**Vendor**'

\*\*In Victoria substitute 'notice of rescission' for 'notice of termination'