

Residential Application Form

For your application to be processed you must answer all questions
(Including the reverse side)

"My rental agent"

Bathurst Real Estate



A. AGENT DETAILS

Bathurst Real Estate

Address: 169 Howick Street, BATHURST NSW 2795
Phone Number: (02) 6331 5555
Fax Number: (02) 6332 3161
Email Address: sales@bathurstrealestate.com
Web: www.bathurstrealestate.com

Property Manager

B. PROPERTY DETAILS

1. What is the address of the property you would like to rent?

Postcode

2. Lease commencement date?

Day Month Year

3. Lease term?

Years Months

4. How many tenants will occupy the property?

Adults Children Ages of Children

C. PERSONAL DETAILS

5. Please give us your details

Mr Ms Miss Mrs Other

Surname

Given Name/s

Date of Birth

Driver's licence number

Driver's licence expiry date

Driver's licence state

Passport no.

Passport country

Pension no. (if applicable)

Pension type (if applicable)

6. Please provide your contact details

Home phone no.

Mobile phone no.

Work phone no.

Fax no.

Email address

7. What is your current address?

Postcode

8. How did you find out about this property?

- Newspaper The Internet Local Paper
 Office Office Window Sign Board at property
 Referral Other (specify)

Application sent to

Direct Connect (if Required)

D. UTILITY CONNECTIONS

This is a free service that connects all your utilities

Once we have received this application we will call you to confirm your details. Direct Connect will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this Application to confirm the information on this Application and explain the details of the services offered. Direct Connect is a utility one stop connection service.

Please tick utilities as required

- Electricity Gas Phone
 Internet Pay TV Insurance

DECLARATION AND EXECUTION: By signing this application, I/we: consent to Direct Connect arranging for the connection and disconnection of the nominated utility services and to providing information contained in this application to utility providers for this purpose; acknowledge having been provided with terms and Conditions of Supply of Direct Connect and having read and understood them together with the Privacy Collection Notice set out below; declare that all the information contained in this application is true and correct and given of their own free will; expressly authorise Direct Connect to provide any information disclosed in this Application to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; expressly authorise Direct Connect to provide any information disclosed in this Application to an information provider for the purpose of that information provider disclosing it to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Utility Connections" above even if we/I have not applied for the connection of those services in this application. This consent will continue for a period of 1 year from the date of our/my execution of this application/until [28] days after we/I disconnect the last of the services in respect of which this application is made; acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register; understand that under the requirements of the Privacy Act 1988, Direct Connect will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse; authorise the obtaining of a National Metering Identifier (NMI) for my residential address to obtain supply details; consent to Direct Connect disclosing my/our details to utility providers (including my/our NMI and telephone number); declare and undertake to be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and hereby indemnify Direct Connect and its officers, servants and agents and hold them indemnified against any charges whatsoever in respect of the Services; acknowledge that, to the extent permitted by law, Direct Connect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of the services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection, disconnection or provision of, or failure to connect or disconnect or provide, the nominated utilities; acknowledge that whilst Direct Connect is a free service I/we may be required to pay standard connection fees or deposits required by various utility providers; acknowledge that the Services will be provided according to the applicable regulations and that the time frames and terms and conditions of the nominated utility providers bind me/us and that after hours connections may incur additional service fees from utility providers; acknowledge that the real estate agent listed on this application form may receive a benefit from Direct Connect in connection with the provision of the service being provided to me/us by Direct Connect; and acknowledge the entitlement of Direct Connect and its associates, agents and contractors, to receive a fee or remuneration from the utility provider and that such fee or remuneration will not be refunded to me as a rebate in connection with the provision of the utility connection services. By signing this application form, I warrant that I am authorised to make this application and to provide the consents, acknowledgements, authorisations and other undertakings set out in this application form on behalf of all applicants listed in this application form.

Signature

Date

PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: 1300 664 185. www.directconnect.com.au

E. DECLARATION

I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should this application be accepted by the landlord I agree to enter into a Residential Tenancy Agreement.

I acknowledge that this application is subject to the approval of the owner/landlord. I declare that all information contained in this application (including the reverse side) is true and correct and given of my own free will. I declare that I have inspected the premises and am not bankrupt.

I authorise the Agent to obtain personal information from:

- (a) The owner or the Agent of my current or previous residence;
(b) My personal referees and employer/s;
(c) Any record listing or database of defaults by tenants such as NTD, TICA or TRA for the purpose of checking your tenancy history;

I am aware that I may access my personal information by contacting -

- NTD: 1300 563 826
- TICA: 1902 220 346
- TRA: (02) 9363 9244

If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future.

I am aware that the Agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
(b) prepare lease/tenancy documents
(c) allow tradespeople or equivalent organisations to contact me
(d) lodge/claim/transfer to/from a Bond Authority
(e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
(f) refer to collection agents/lawyers (where applicable)
(g) complete a credit check with NTD (National Tenancies Database)
(h) transfer water account details into my name

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the Agent cannot provide me with the lease/tenancy of the premises.

Signature

Date

F. APPLICANT HISTORY**9. How long have you lived at your current address?**

Years	Months
-------	--------

10. Why are you leaving this address?

11. Landlord/Agent details of this property (if applicable)

Name of landlord or agent

Landlord/agent's phone no.

Weekly Rent Paid

 \$
12. What was your previous residential address?

Postcode

13. How long did you live at this address?

Years	Months
-------	--------

14. Landlord/Agent details of this property (if applicable)

Name of landlord or agent

Landlord/agent's phone no.

Weekly Rent Paid

 \$

Was bond refunded in full?

If not why not?

G. EMPLOYMENT HISTORY**15. Please provide your employment details**

What is your occupation?

What is the nature of your employment?
(FULL TIME/PART TIME/CASUAL)

Employer's name (inc. accountant if self employed or institution if student)

Employer's address

Postcode

Contact name

Phone no.

Length of employment

Years	Months
-------	--------

Net Income

 \$
16. Please provide your previous employment details

Occupation?

Employer's name

Contact name

Phone no.

Length of employment

Years	Months
-------	--------

Net Income

 \$
H. CONTACTS / REFERENCES**17. Please provide a contact in case of emergency**

Surname

Given name/s

Relationship to you

Phone no.

18. Please provide 2 personal references (not related to you)

1. Surname

Given name/s

Relationship to you

Phone no.

2. Surname

Given name/s

Relationship to you

Phone no.

I. OTHER INFORMATION**19. Car Registration**

20. Please provide details of any pets

Breed/type

Council registration / number

J. PAYMENT DETAILS**Property Rental**\$ per week

First payment of rent in advance

 \$

Rental Bond (4 weeks rent):

 \$

Sub Total

 \$

Less: Holding deposit (see below)

 \$
**Amount payable on signing tenancy agreement
(bank cheque or money order only)**
 \$
K. HOLDING FEE

The holding fee can only be accepted after the application for tenancy is approved.

The holding fee (not exceeding 1 week's rent) of keeps the premises off the market for the prospective tenant for 7 days (or longer by agreement).

In consideration of the above holding fee paid by the prospective tenant, the landlord's agent acknowledges that:

(i) The application for tenancy has been approved by the landlord; and
(ii) The premises will not be let during the above period, pending the making of a residential tenancy agreement;
and(iii) If the prospective tenant(s) decide not to enter into such an agreement, the landlord may retain the whole fee;
and

(iv) If a residential tenancy agreement is entered into, the holding fee is to be paid towards rent for the residential premises concerned.

(v) The whole of the fee will be refunded to the prospective tenant if:

(a) the entering into of the residential tenancy agreement is conditional on the landlord carrying out repairs or other work and the landlord does not carry out the repairs or other work during the specified period

(b) the landlord/landlord's agent have failed to disclose a material fact(s) or made misrepresentation(s) before entering into the residential tenancy agreement.

Signature of Landlords agent

Date

Signature of Applicant

Date

Your Free Utility Connection Service: Home or Office

Phone: 1300 664 715. Fax: 1300 664 185

www.directconnect.com.au

Melbourne	Sydney	Brisbane	Adelaide
15 Shierlaw Avenue Canterbury, VIC 3126	181 First Avenue Five Dock, NSW 2046	Level 9, Toowong Tower 9 Sherwood Road Toowong, QLD 4066	Level 4 97 Pirie Street Adelaide SA 5000

How to use our service

- Step 1** Fax, apply on line or call us directly to connect your utilities. Your local real estate agent will have a fax application form or you can download it from our website.
- Step 2** We will contact you within 24 hours to confirm your details (if the application is sent on a weekend or after office hours it will be processed the following working day).
- Step 3** Once your details are confirmed your utilities will be switched on within the allotted 24-48 hours for your electricity, gas and water, and 3 to 7 working days for your telephone and your internet.

These timings can be shorter or longer depending on your property and its activation history.

We will make contact with you to inform you of the current status of your connections.

Important Information

- Your receipt and acceptance of these terms and conditions means your local real estate agent is no longer part of the connection process.
- This is a free service provided to you by Direct Connect and there is no obligation. Your real estate agent may receive a small commission for this service.
- All of your connections can be activated by faxing, applying on line or calling us on 1300 664 715.
- We will contact you by telephone regarding the confirmation of your details and the confirmation times for the activation of your utilities.
- We will only provide your confidential information to the services you give us permission to, ensuring we maintain your privacy.

You are required to:

- Ensure the main electricity switch is turned off between 7am – 9pm (VIC), 7am – 7pm (NSW), or 7am – 12am (SA) on the nominated connection day.
- Make sure there is access to the Main Electricity Switch which is usually found in areas such as your cupboard, garage, laundry, hallway or on an exterior wall of your property.

Contact Information

- You can call Direct Connect on 1300 664 715 or fax 1300 664 185, 24 hrs a day. Our office hours are 8am – 8pm EST Monday to Friday or Saturday 9am – 5pm EST, if you call outside of these hours please leave a voice message or send a fax and we will process your application during office hours.

If you have any further queries or questions regarding your connections, please call us directly on 1300 664 715, not your local real estate agent.

Terms and Conditions

1. Definitions

Agent means a licensed estate agent within the meaning of the Estate Agents Act 1980 (including an agent's representative) who is engaged or appointed to do estate agency work for the Customer;

Agreement means the Application signed by the Customer for the provision of Services by DCA;

Customer means a person, firm or corporation, jointly and severally if there is more than one, acquiring the Services;

DCA means Direct Connect Australia Pty Limited of Level 1, 15 Shierlaw Avenue, Canterbury, VIC 3126 and its permitted successors and assigns;

Fee includes commission, charges or other remuneration or benefit whether monetary or otherwise;

Premises means the Customer's premises to be supplied/connected as specified in the Application;

Services means the services supplied by DCA to the Customer in arranging for the connection and disconnection of the nominated utility services; and

Terms means these Terms and Conditions of Supply.

2. Basis of Agreement

- 2.1 The Terms apply exclusively to every contract for the supply of Services by DCA to the Customer and cannot be varied or supplanted by any other conditions without the prior written consent of DCA.
- 2.2 By signing the Agreement, the Customer authorises and appoints DCA acting in the capacity of agent to provide the Services.
- 2.3 The Agreement is accepted by DCA when it confirms its acceptance of an offer from the Customer by telephone, or supplies the Customer with the Services.
- 2.4 DCA in its absolute discretion may refuse to accept any signed Agreement.
- 2.5 It is the Customer's responsibility to provide DCA with its specific requirements in relation to the Services.
- 2.6 DCA may vary or amend these Terms by notice in writing to the Customer at any time.

3. Fees

- 3.1 The Customer does not pay any Fee to DCA for the supply of Services.
- 3.2 The Customer will be solely responsible for all amounts payable in relation to the connection and/or supply of the utility services including all standard connection fees or deposits required by various utility providers.
- 3.3 The Customer is solely responsible for any additional service fees that may be imposed by utility providers for any after hours connections.
- 3.4 DCA, its associates, agents and contractors may receive a Fee from a provider of services and such Fee will not be rebated to the Customer.
- 3.5 The Agent may receive a Fee from DCA in connection with the provision of the service being provided to the Customer by DCA.

4. Utility Providers Terms and Conditions

- 4.1 The Customer acknowledges that the utility services will be activated according to any applicable regulations imposed by the utility providers.
- 4.2 The Customer accepts the time frames and terms and conditions of the nominated utility providers.

5. Default and Termination

- 5.1 Where in DCA's option:
 - (a) the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
 - (b) the Customer is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer;

DCA may cease or suspend for such period as DCA thinks fit, the supply of any further Services to the Customer and by notice in writing to the Customer, terminate any Agreement with the Customer so far as unperformed by DCA.

6. Performance of Agreement

- 6.1 Any period or date for connection, disconnection or provision of Services stated by DCA is intended as an estimate only and is not a contractual commitment. DCA will use its best reasonable endeavours to meet any estimated dates for connection, disconnection or completion of the Services.

7. Access

- 7.1 The Customer must provide the suppliers and utility companies and their equipment, safe, suitable and unhindered access to the Premises to read and maintain the meters, allow the connection and disconnection of the nominated utilities and carry out other necessary testing and repairs.
- 7.2 DCA may obtain a National Metering Identifier (NMI) on the Premises to obtain supply details.

8. Liability

- 8.1 DCA does not warrant or guarantee the quality, frequency and continuity of supply of the utility services to the Premises. DCA shall not be liable for any claims with respect to quality, frequency, continuity or reliability of supply of the utility services, including but not limited to, inadequate pressure and interruptions.
- 8.2 If the delivery of the Services is delayed or prevented by circumstances caused by the Customer, including that the Customer is not able to accept delivery or has the electricity main switched on at the time of connection, DCA shall not be liable.
- 8.3 To the extent permitted by law, DCA shall not be liable for any loss or damage to any person or property as a result of the provision of the Services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in, or failure to connect or disconnect or provide the nominated utilities.
- 8.4 Liability arising under or in connection with the description, quality, condition, performance, merchantability or fitness for purpose of the Services is limited to the re-supply of the Services.
- 8.5 DCA is not liable for any direct or indirect or consequential losses or expenses suffered by the Customer or any third party, as a result of the provision of the Services, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 8.6 DCA is not liable for any loss or damage suffered by the Customer where DCA has failed to meet any delivery or connection date or cancels or suspends the supply of Services.

- 8.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of attempting to exclude, restrict or modify the application of any State or Federal legislation applicable to the provision of Services that cannot be excluded, restricted or modified.

9.0 Indemnity

- 9.1 The Customer must not do anything that will cause harm or impose any liability on DCA.
- 9.2 The Customer indemnifies DCA for any claims against DCA, including those from third parties, and for all losses, damages and liabilities DCA may suffer or incur on account of any claims which arise as a result of the provision of the Services or any act or omission by the utility provider or for any claims made in connection with any delay in, or failure to connect or disconnect or provide the nominated utilities.
- 9.3 The Customer will be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and indemnifies DCA, its officers, servants and agents in respect of any charges whatsoever in respect of the Services including but not limited to, fees and charges imposed by the utility companies.

10. Force Majeure

- 10.1 If, through circumstances beyond its control, DCA is unable to effect delivery or provision of the Services, then DCA may, at its option, suspend its obligations or cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

11. Miscellaneous

- 11.1 The law of Victoria from time to time governs this Agreement and the parties agree to the exclusive jurisdiction of the courts and tribunals of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts and tribunals.

12. Privacy

- 12.1 DCA is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to DCA in accordance with the Privacy Act.
- 12.2 DCA is authorised to provide any information disclosed by the Customer to a supplier or potential supplier of the utility services or in relation to such services for the purpose of completing the connections or disconnection and to obtain any information necessary in relation to such services.
- 12.3 DCA will endeavour to answer any queries and resolve any disputes in relation to the connection Services in a timely manner. All queries of a technical nature in relation to the utility services must be directed to the relevant utility service provider.

13. Do Not Call Register

- 13.1 We/I expressly consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Connection Details" in their agent's tenancy application form even if we/I have not applied for the connection of those services in this application. This consent will continue [for a period of 1 year from the date of our/my execution of this application/until [28] days after we/I disconnect the last of the services in respect of which this application is made].

We/I acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register.