

Application for Tenancy

[For additional applicants complete another form]

(P) 9588 4888 (F) 9588 1926 (E) reception@argyproperty.com.au
5 Regent St. Kogarah NSW 2217 Lic.No. 158 756



PRIVACY NOTICE

The agent is committed to the principles of the Privacy Act 1988 (Cth). All steps are taken to ensure that any personal information collected is protected from unauthorised use.

PLEASE READ THE PRIVACY NOTICE ON PAGE 3 BEFORE SIGNING THIS FORM.

I apply for a tenancy of the following premises:

PREMISES: _____

LANDLORD: _____

TERMS OF TENANCY

Rent: \$ _____ per week/fortnight/month Term: _____ Lease start date: _____

Number of: tenants: _____ adult occupants: _____ children: _____

Pets (specify details and subject to landlord's/agent's approval): _____

First payment of rent in advance \$ _____

Rental bond \$ _____

Subtotal \$ _____

Holding fee (see Part 7 below) - deduct if applicable \$ _____

Amount payable (cash or bank cheque) on signing tenancy agreement \$ _____

Special conditions (if any) or additional matters: _____

Part 1

PERSONAL DETAILS

SURNAME: _____ GIVEN NAMES: _____ TITLE: _____

Date of Birth: _____ Phone: Priv.: _____ Bus.: _____

Mobile: _____ Email: _____

Driver's Licence No.: _____ Car Registration No.: _____

Employed Homemaker Student Retired Unemployed

Allowances or payments received (specify type & amount) _____

Part 2

EMPLOYMENT HISTORY (Confirmed [])

CURRENT EMPLOYER: _____ Business Address: _____

Contact Name: _____ Phone: _____ Period Employed: _____

OCCUPATION: _____ full time/part time/casual/contract

PREVIOUS EMPLOYER: _____ Business Address: _____

Contact Name: _____ Phone: _____ Period Employed: _____

OCCUPATION: _____ full time/part time/casual/contract

SELF EMPLOYED: (provide the following details)

Sole Trader Partnership Company

Occupation/Title: _____ Type of Business: _____

Company or business name: _____ ACN or ABN _____

Address: _____

Contact details: _____

Verification of income for self-employed:

- Sole trader/partnership: please provide a copy of last ATO assessment and bank account statement for the business
- Company: please provide a current Asset/Liability report from your accountant.

Part 3

TENANCY/LIVING HISTORY (Confirmed [])

Current Living Status

Address: _____ Time here: _____ mths/yrs

Own Renting Boarding Living at home Other _____

NAME OF CURRENT LANDLORD/AGENT:

ADDRESS: _____

CONTACT: _____ PHONE: _____

Has lease expired: Yes/No RENT: \$ _____ per week/fn/mth No. people on lease: _____

Part 3 (Continued)

Previous living address	
Address: _____	Time there: _____ mths/yrs
Reason for leaving _____	
NAME OF PREVIOUS LANDLORD/AGENT: (if applicable) _____	
ADDRESS: _____	
CONTACT: _____	PHONE: _____
RENT: \$ _____	

Part 4

REFERENCES (Give names and phone numbers)
1. Financial - _____
2. Personal - _____

OFFICE USE ONLY
REFERENCE CHECKS

AUTHORITY & DECLARATION OF APPLICANT
I authorise the landlord's agent -
[a] to check with my previous or current employer, my previous or current landlord/agent, and the referees named as my suitability as a tenant;
[b] to request and receive from any tenancy recording services and from other real estate agencies information regarding my previous tenancies; and
[c] to report any details of the tenancy to any Tenancy Recording Services as the Agent deems necessary, including breaches of the tenancy agreement or positive references.
[d] I am not a bankrupt or undischarged bankrupt or insolvent and declare the information in this application is true and correct.
[e] I have inspected the subject premises and accept them as inspected.

NOTE: The Landlord's agent advises the tenant that personal information about the tenant may be used and disclosed by the Landlord's agent with a tenant database.

Signature of Applicant: _____**Date:** _____**Part 5**

PERSON TO BE NOTIFIED IN AN EMERGENCY:
NAME: _____
ADDRESS: _____
PHONE: Private: _____ Business: _____

Part 6

TENANT'S AGENT (Optional)
You may nominate a person as your appointed agent/representative to receive notices or documents given under the tenancy. The appointment may be made or revoked in writing at any time during the tenancy.
Name and contact details of tenant's agent (name and address to be included in the lease)
Name & Address _____
Telephone: _____ Fax: _____ Email: _____

Part 7

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.

NAME OF LANDLORD'S AGENT: Argy Property

BUSINESS ADDRESS: 5 Regent Street Kogarah 2217

Signature of Landlord/Agent:

Date: _____

Signature of Applicant:

Date: _____

See following page 4 for disclosures, if any

PRIVACY NOTICE

The Privacy Act 1988 (Cth) regulates the collection, use, disclosure and maintenance of personal information by the Agent from the Applicant and from third parties relating to the Applicant.

The information collected enables the Agent to identify the tenant, to assess this application and for the proper management of the landlord and tenant relationship should the application for tenancy be successful. The personal information of the Applicant also includes personal information already held by the Agent on any data base. Failure to provide all or any of the personal information, renders the Agent unable to assess the application and or properly manage the landlord and tenant relationship.

The intended recipients of the information are any person to whom, body or agency to which it is usual to disclose the information to enable the agent to properly assess the application including the landlord, nominated referees, other agents, tenancy reference data bases, owner's corporations and community associations and as otherwise permitted by the Privacy Act 1988 and this will include information about the Applicant's performance of its obligations pursuant to and under any Residential Tenancy Agreement entered into (particularly any failure to observe any obligations) and information collected during the term of the tenancy.

The Applicant has the right of access to the information and may do so by contacting the Agent. The Applicant has the right to correction of the information if it is not accurate, up-to-date and complete.

DOCUMENTS REQUIRED FOR REFERENCE:

- **Photo Identification (Drivers License or Passport)**
- **(2x) Current payslips**
- **(2x) Credit references**
- **Bank Statement**
- **Previous Agent's Tenant Ledger**

Utility connections - A FREE of charge service to help connect you

www.realestate.com.au/connect/agent/ACOKOG

Step 1

Choose service

- Electricity
- Gas
- Phone
- Internet
- Pay TV

Step 2

Choose provider

- Origin AGL
- Telstra
- Telstra
- Foxtel

Step 3

Requested connection date

POWER ON GUARANTEE

Our POWER ON GUARANTEE ensures that your electricity will be on for move-in day.

If it's not, we will investigate the issue, provide a prompt resolution and reimburse you for any reasonable out of pocket expenses arising out of the connections delay to the value of \$200 per day and capped at a total of \$1,000*.

*Subject to our POWER ON GUARANTEE terms and conditions below

NO FIXED TERMS

on electricity & gas plans so you are not locked in.*

** Note, you may be charged fees such as a disconnection fee when exiting your contract. You may also be charged fees by your current energy provider when exiting your existing plan.*

How Connection services from realestate.com.au works



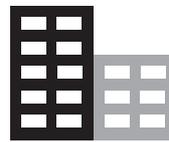
1. Select the utilities and enter requested connection dates



2. Sign your consent on the next page



3. Your Agent will submit your request to us



4. We will lodge your connection requests with the utility companies



5. For phone, internet and Pay TV requests, we will call you to walk through the options



6. We'll SMS and email you confirmation of the order

General terms and conditions

This is an OPTIONAL connection service to assist you to obtain energy and/or telecommunications services for your new residence. If you are a prospective tenant, your decision whether or not to use this service will not affect your rental application. One of realestate.com.au's service providers Fast Connect Pty Ltd (telephone: 1300 661 464) (the "Service Provider") is the marketer of energy and telecommunications services provided by various retailers, and will assist realestate.com.au to provide this connection service to you.

If you have ticked one of the boxes above, you consent to realestate.com.au and its Service Provider using your personal information provided by you in this form and your tenant application form (if applicable) in accordance with the Privacy Collection Statement below including using those details to contact you by phone, SMS and email in relation to the selected product(s). You acknowledge that realestate.com.au and its Service Provider may receive commissions or fees from your selected retailer(s), that commissions or fees may be paid between realestate.com.au and its Service Provider, and that your real estate agent may receive commissions or fees from realestate.com.au or its Service Provider, in each case for arranging provision of the requested services.

You may prefer to obtain services under different terms and conditions, or from different retailers, to those set out above. However, the above products are the only ones that are available as part of this connection service. You acknowledge that if you select one of the services above and the relevant retailer agrees to provide that service to you, then you will enter into a contract with that retailer for the provision of that service. Retailers retain discretion in relation to accepting your request for products or services - acceptance may be affected by factors such as a retailer's credit criteria or ability to supply to your selected address.

Energy (Electricity and Gas)

If you have selected an energy product above, you are entitled to be provided with certain information before you enter into a contract for the provision of that electricity or gas. That information is set out in, or accompanies, this form. A summary of some key useful information concerning these contracts is set out on the following page.

POWER ON GUARANTEE terms and conditions

realestate.com.au offers a "POWER ON GUARANTEE". We guarantee that your electricity will be connected by your requested connection date, provided that:

- (a) you select one of the electricity retailers offered above;
- (b) realestate.com.au is provided with the correct address for the connection of your electricity;
- (c) realestate.com.au receives your electricity connection request by at least 2pm Australian Eastern Standard Time on the Business Day prior to your requested connection date as selected above (the "Connection Date");

- (d) your selected electricity retailer accepts your connection request;
- (e) you turn your mains switch off prior to the Connection Date;
- (f) you provide clear access to your property on the Connection Date;
- (g) you complete any other reasonable requirements requested by realestate.com.au or its Service Provider; and
- (h) there is no fault at the property which prevents electricity from being connected on the Connection Date.

If the POWER ON GUARANTEE applies (in accordance with the above paragraph), and your electricity is not connected by midnight on the Connection Date, realestate.com.au's Service Provider will:

- (a) promptly investigate the issue and use its best endeavours to solve the connection problem as soon as possible; and
- (b) reimburse you for any Out Of Pocket Expenses incurred by you as a result of the late connection.

"Out of Pocket Expenses" means reasonable out of pocket expenses incurred by you as a direct result of your electricity not being connected on the Connection Date at your nominated address, until your electricity is connected, up to a maximum of \$200 per day and capped at a total of \$1000 in aggregate, but does not include any expenses incurred as a result of:

- (a) loss of income (time off work);
- (b) loss of business revenue;
- (c) petrol costs, however incurred; or
- (d) loss of or injury to animals.

In order to claim under the POWER ON GUARANTEE, you must contact realestate.com.au's Service Provider within two (2) weeks of the Connection Date on 1300 661 464 and provide details of your case and written evidence of any expenses you want to claim. The expense of claiming under the POWER ON GUARANTEE (if any) shall be borne by you.

The benefits under the POWER ON GUARANTEE are in addition to any other rights and remedies available under any applicable law which is non-excludable. However, all other warranties (whether express or implied) are expressly excluded.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

realestate.com.au does not guarantee the connection, or disconnection of any other services requested by you, or that any will be by your requested date. You agree that to the maximum extent permitted by law, other than as set out above, realestate.com.au and its Service Provider will have no liability to you for the provision of the service.

Retailer contact details

Origin Energy Ltd.
 Level 7, 321 Exhibition St Melbourne VIC 3000
 Ph: 132 463 Fax: 1800 132 463
 Email: enquiry@originenergy.com.au
 This market retail contract is: **Origin Supply**
 Electricity and/or Dual Fuel Plan.

If Origin is the existing retailer at your new address, you may be entitled to enter into a standard retail contract with Origin instead of a market retail contract.

AGL Energy Limited
 Level 22, 120 Spencer Street Melbourne VIC 3000
 Phone: 131 245 Fax: (03) 8633 6002
 Email: enquiries@agl.com.au
 This market retail contract is: **AGL Freedom**
 Electricity and/or Dual Fuel Plan.

If AGL is the existing retailer at your new address, you may be entitled to enter into a standard retail contract with AGL instead of a market retail contract.

Tariffs and charges

We will email you a link with the prices and charges for your selected product upon receipt of your request for that product and also provide you with an opportunity to opt-out at this time.

Contract term

The contract commences when you satisfy any pre-conditions that may be specified in it. The contract may be terminated by you giving notice of termination or by agreement between you and the retailer. The contract will also end if energy is bought for the premises under a different contract or, in some cases, if the premises are disconnected. In addition, the retailer might be entitled to terminate the contract where you are in breach of it or if you vacate the relevant premises.

Billing and payment arrangements

Bills will be issued at least once every 3 months. You may generally pay your bills in person, by telephone, by mail, by direct debit or by electronic funds transfer. In certain circumstances, you may also be able to pay your bills by using Centrepay.

Concessions or rebates

If you hold a current government concession card you may be entitled to receive a rebate on your bill. Further information about the concessions and rebates that may be available to you can be obtained from the retailer.

Service levels

The service will comply with all laws and regulatory requirements applicable in the state or territory in which the supply address is located.

Cooling off period

If a cooling off period applies to your contract (which will typically be the case only where it is a market retail contract), then you may cancel the contract within 10 business days of receiving the retailer's welcome pack by informing the retailer by telephone or in writing of your intention to cancel the contract.

Electronic transactions

If any requirement in connection with the service is to be met electronically, it will be met in accordance with the contract. You will be recognised as having received the information and be bound by the transaction in accordance with applicable laws, regulatory requirements and the contract.

Complaints

You may complain to the retailer about the Service Provider. Contact the retailer if you wish to do this. If your complaint is not satisfactorily resolved by the retailer, then you may complain to the energy ombudsman.

eBilling and Welcome Pack

Unless you request otherwise, your electricity and/or gas bills will be sent to the email address provided by you in this form.

No, please post these items to me in hard copy to my new address
 (please tick)

Explicit Informed Consent

By signing below, I/we understand and agree:

- that I/we have read and accept the prices and charges applicable to the selected energy product;
- that, subject to the terms of the selected contract and any applicable legislation, the selected retailer may vary the energy rates which are used to calculate the applicable usage charges from time to time, and can vary the tariff structure, charges, billing frequency, and the terms of the contract at any time by writing to me/us;
- to become a customer of the selected retailer in accordance with the terms and conditions of the selected contract, including by transferring to that retailer, if the retailer agrees to provide me/us with my/our chosen product on those terms and conditions.

Tenant/Purchaser Signed	Co-Tenant/Co-Purchaser (if any) Signed	Date
X	X	DD/MM/YYYY

Please note, if you select ANY of the products displayed above, you must acknowledge your consent to the above information, our Privacy Collection Statement and you being contacted by our Service Provider in relation to the selected products, by providing your signature(s).

Privacy Collection Statement

realestate.com.au collects and uses the information in this form and your tenant application form (if applicable) to provide the connection service and will disclose this information to its Service Provider and to your chosen energy and telecommunication retailer(s). realestate.com.au may also use the information to promote its other services, and services of trusted third parties. realestate.com.au's Privacy Policy at www.realestate.com.au/privacy further explains how realestate.com.au collects, uses and discloses personal information and how to access, correct or complain about the handling of personal information. You agree that the personal information you provide to us (or authorise to be provided to us) is your information, or information which you have been authorised to provide us. Where you are authorised to provide another individual's information to us, you must inform that individual that their personal information will be used and disclosed by us in accordance with our Privacy Policy www.realestate.com.au/privacy and these terms and conditions.