

Terms of Application

1. Definitions

In this Application to Rent the following terms mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.

2. Applicant's Warranty

The Applicant/s warrant/s:

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

3. Applicant/s Agree/s

The Applicant/s agree/s:

- (1) to having inspected the Premises in Item 1 and accept its condition;
- (2) on acceptance of this Application to Rent by the Rental Provider being notified to the Applicant/s, verbally or in writing, the Applicant/s will rent the Premises from the Rental Provider on the basic terms and conditions in accordance with this Application and the terms and conditions of a Rental Agreement prepared at the direction of the Rental Provider;
- (3) the Applicant/s will forthwith upon receipt of same, sign the Rental Agreement;
- (4) upon the signing of the Rental Agreement, to pay the amount in Item 9 by a method acceptable to the Rental Provider/Rental Provider's Agent. Such payments to be cleared funds prior to occupancy;
- (5) this Application to Rent, unless accepted, creates no contractual or legal obligations between the parties;
- (6) that the Rental Provider/Rental Provider's Agent are not required to give an explanation to Applicant/s for any Application not being approved; and
- (7) as renter it must satisfy itself as to the provision of any electronic communication services to the Premises (for example telephone, internet, television - analogue, digital or cable) and the adequacy of existing electrical fittings with respect to the use of such services. The Rental Provider gives no warranty in respect to the provision or adequacy of such services or electrical fittings to the Premises.

4. Privacy

- 4.1 The Rental Provider's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 4.2 The Privacy Policy outlines how the Rental Provider's Agent collects and uses Personal Information provided by you as the Applicant/s, or obtained by other means, to assess your Application to Rent and provide the services required by you or on your behalf.
- 4.3 You as Applicant/s agree, to further assess your Application, the Rental Provider's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
 - (1) the Rental Provider as Owner of the Premises to which this Application to Rent applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) (subject to the provisions of Part 10A of the *Residential Tenancies Act 1997*) residential tenancy databases for the purpose of confirming details in your Application to Rent and enabling a proper assessment of the risk in providing you with the lease; and/or
 - (3) tradespeople and similar contractors engaged by the Rental Provider/Rental Provider's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or

- (4) previous managing agents or rental providers and nominated referees to confirm information provided by you; and/or
 - (5) the Rental Provider's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Rental Provider's Agent relating to the administration of the Premises and use of the Rental Provider's Agent's services; and/or
 - (6) a utility connection provider where you request the Rental Provider's Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- 4.4 Documents or copies of documents provided to establish the identity of the Applicant/s or persons entitled to deal on behalf of the Applicant/s, will be retained by the Rental Provider's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
 - 4.5 Without provision of certain information the Rental Provider's Agent may not be able to act effectively or at all on the Rental Provider's behalf as a result of which your Application may not be acceptable to the Rental Provider.
 - 4.6 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.
 - 4.7 If this Application is not accepted by the Rental Provider/Rental Provider's Agent or is withdrawn by the Applicant/s, all information contained in this Application and the copy of any rental agreement remains confidential. This does not prevent any party making a disclosure required by law and does not include information normally in the public domain.
 - 4.8 The Rental Provider's Agent will provide (where applicable), on request, a copy of its Privacy Policy.
- ### 5. Data Collection
- Upon signing this Application the parties agree the Rental Provider's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Application and any subsequent rental agreement.
- ### 6. Provision of Documents
- The parties agree and confirm any documents in relation to this Application may be forwarded electronically to the party at an appropriate electronic address as stated in this Application and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- ### 7. Application to Rent
- 7.1 This Application, consists of:
 - (1) Item Schedule - Application to Rent Residential Premises;
 - (2) Terms of Application;
 - (3) Statement of Information for Rental Applicants (Form 3);
 - (4) an Applicant Details Sheet completed by each Applicant; and
 - (5) any other annexure and/or special conditions as provided by the Rental Provider's Agent.
 - 7.2 Each Applicant must read and initial every page as acceptance of the information provided.
 - 7.3 For the purpose of service of notice, service on any one Applicant shall be deemed to be served on all Applicants.