

# Terms and Conditions

## Tenancy Privacy Statement / Collection Notice & Tenant Declaration

### 1. Tenancy Privacy Statement / Collection Notice

Due to the changes in the Privacy Laws, all property managers must ensure that you (the applicant) fully understand the National Privacy Principles and the manner in which they must use your personal information in order to carry out their role as professional property managers.

The information, personal or otherwise, provided by the prospective tenant in this application or that which is collected from other sources is necessary for the agent to assess the risk in providing you with the tenancy, to identify the applicants identity and to process, evaluate and manage the tenancy.

The personal information collected about you (the applicant) in this application may be disclosed, by use of the internet or otherwise, to other parties, including:

The Landlord	Trades People	Financial Institutions	Government and Statutory bodies
Referees	Solicitors	Property Evaluators	Existing or potential clients of the agent
Rental Bond Authorities	Tenant Databases	Other Real Estate Agents	Other Third Parties as required by law
Collection Agents	Verification Services	Other Landlords	Body Corporates

Information already held on tenancy databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of your State and to the NTD or TICA for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you (the applicant) agree to its use, unless you advise the Agent differently.

The privacy policy of your State's Real Estate Institute can be viewed by logging on to [www.reia.com.au](http://www.reia.com.au) and selecting your State.

The privacy policy of NTD can be viewed by logging on to [www.ntd.net.au](http://www.ntd.net.au).

The privacy policy of TRA can be viewed by logging on to [www.tenantreference.com.au](http://www.tenantreference.com.au).

The privacy policy of TICA can be viewed by logging on to [www.tica.com.au](http://www.tica.com.au).

The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as allowed under the Privacy Act.

If you (the applicant) would like to access this information you can do so by contacting the Agent at the address and contact numbers for the property you are interested in renting. You (the applicant) can also correct this information if it is inaccurate, incomplete or out of date.

If your personal information is not provided to the Agent and you (the applicant) do not consent to the use of this information as specified above, the Agent cannot carry out their duties and may not be able to provide you with the lease/tenancy of the premises.

If the applicant pays a holding fee, the landlord's agent makes the following undertakings:

1.1 A Holding Fee will only be accepted once an application has been approved by the landlord.

1.2. The premises will not be let during the Holding Period, pending the preparation of a Residential Tenancy Agreement.

1.3. That during this period, the premises will not be reserved for any other applicant, nor will a Holding Fee be received from any other applicant.

1.4. If the Applicant decides not to enter into a Residential Tenancy Agreement, and the premises are not let or otherwise occupied during the Holding Period, the landlord will retain the entire fee representing the rent that would have been paid during the Holding Period (based upon the proposed rent).

1.5. If a Residential Tenancy Agreement is entered into, the fee is to be allocated towards rent for the premises.

1.6. That the holding fee will be banked into a trust account and any refund given will be by way of a trust account cheque.

1.7. If the property is currently occupied at the time of taking this holding fee, no tenancy agreement will be entered into until such time as the property is vacant and the applicant has formally been approved by the landlord or the landlords agent. The agent in question acting for the landlord of the premises, acknowledges receipt of the application and the accompanying holding fee and agrees;

1.7.1. To reserve the premises for the period and in accordance with the conditions stated above

1.7.2. If the applicant has been approved, to prepare a Residential Tenancy Agreement for the premises.

## 2. Tenant Declaration

2.1. I acknowledge that this is an application to lease the property for which I am applying and that my application is subject to the owner's approval and the availability of the premises on the due date. No action will be taken against the landlord or agent should the premises not be ready for occupation on the due date or if my application is unsuccessful.

2.2. I acknowledge that the processing period for my application could be up to 2 working days and in some circumstances longer. Unless contacted earlier by staff from the real estate agent in question, I will expect this time frame.

2.3. I acknowledge that the landlord and landlords agent will rely on the truth of my answers in assessing the application for tenancy

2.4. I hereby offer to rent the property from the owner under a lease to be prepared by the Agent pursuant to the Residential Tenancies Act.

2.5. I acknowledge that I will be required to pay rent and a rental bond subject to the conditions of the Agent

2.6. I acknowledge that an inquiry, independent or otherwise, may be made on all applicants applying for this property, to verify the validity of the personal details that have been supplied and to check my credit worthiness. If I default under a rental agreement, the Agent may disclose details of any such default to any person whom the Agent reasonably considers has an interest receiving such information.

2.7. I/we have been given the opportunity to view a copy of the standard terms and conditions that would be included in a lease, should my application be successful

2.8. I declare that all information contained in this application is true and correct and given of my own free will and can be based as fact.

2.9. I acknowledge that I have chosen of my own free will to send my application to the agent/landlord/property manager listed in this application and their associated principals, agents and employees. I also acknowledge that

2.10. I have reviewed, checked and approved the email address of the intended recipient being the agent/landlord/property manager and their associated principals, agents and employees and authorise nova property consultants to send all of the details contained in this application, including any documents that I attach, to this email address for the purposes of making an application for tenancy. I acknowledge that once the information contained in this application has been sent to this email address, that nova property consultants in no circumstance shall be liable for any damages arising out of or in any way connected with the manner in which this information is used.

2.11. I acknowledge that I have chosen of my own free will to send my application to the agent/landlord/property manager listed in this application and their associated principals, agents and employees. I also acknowledge that

2.12. I have reviewed, checked and approved the email address of the intended recipient being the agent/landlord/property manager and their associated principals, agents and employees and authorise nova property consultants to send all of the details contained in this application, including any documents that I attach, to this email address for the purposes of making an application for tenancy. I acknowledge that once the information contained in this application has been sent to this email address, that nova property consultants in no circumstance shall be liable for any damages arising out of or in any way connected with the manner in which this information is used.

2.13. I also acknowledge that in no circumstance shall nova property consultants be liable for any damages arising out of or in any way connected with my use of noveproperty.com.au and its associated websites.

## 3. The Landlords Agent undertakes:

3.1. The premises will not be let during the Reservation Period, pending the agreement of a residential tenancy agreement:

3.2. The whole fee will be refunded if the Landlord does not decide to enter into a residential tenancy agreement for the premises for the Reservation Period:

3.3. The whole fee will be refunded if the Landlord does not carry out (during the Reservation Period) repairs or other work on which it is a condition to enter into a residential tenancy agreement:

3.4. If the applicant decides not to enter into a residential tenancy agreement, and the premises are not let or otherwise occupied during the Reservation Period, the Landlord may retain the portion of the fee representing the rent that would have been paid during the Reservation Period (based upon the proposed rent), but must refund the remainder:

3.5. If a residential tenancy agreement is entered into, the fee is to be contributed towards rent for the premises.

FROM NOVA PROPERTY TENANCY APPLICATION FORM.

Date:

Digital representation of tenant's signature:

Tenant Date of Birth:

