

TRA DISCLOSURE

I understand this agent is a member of Trading Reference Australia Pty. Ltd. (TRA) and may conduct a reference check with that organisation on myself and the company whose name appears on the lease. I authorise this Agent to provide any information about me or the company to TRA / Landlord for the purpose of the check and I acknowledge that such information may be kept and recorded by TRA.

I, the tenant, do acknowledge that information provided to TRA and / or the agent by these authorities given by me may be available to: a) Real Estate Agents, Landlords, Trades Persons, Emergency Contacts, Housing NSW, Compass Housing, Video Stores, Dentists to assist them in evaluating applications, for the purpose of managing the property and requirement of the tenant/s during their tenure with this agency and b) Real Estate Agents, Landlords, Dentists, Video stores, Banks, Utility companies, Commercial Agents, organizations, or any other members for verifying my identity and for the reason of locating me for any lawful purpose. I hereby consent to such use and disclosure of that information for those reasons.

I realise that if a search is performed on the TRA database and my identification and the company whose name appears on the lease with the label "Refer to Agent" beside my name and the company name, the agency who conducted the search as a matter of procedure will call the listing agency to exchange information and establish why my name and the company's details have been entered on the register and in turn provide my contact details to the listing agency for the purpose of resolution and the removal of my name and the company details from the database. The agency that searched will then inform me of the listing / listings, the listing agency name and contact details giving me right of reply. I accept that if I and the company whose name appears on the lease are currently listed as a defaulter with TRA, this Agency / Landlord has the authority to reject my application.

I understand that I am under no obligation to sign this consent form, but that failure to do so may result in my application being refused. I acknowledge that if I default on my tenancy / rental obligations in future, which means in breach of my contract / lease agreement for residential or commercial property and / or in accordance with the current legislation, I and the company whose name appears on the lease may be listed with TRA, until such time as the problem giving rise to the listing is resolved to the satisfaction of the Agent / Landlord or in accord with the new regulations. The same applies to me if I am a Commercial Tenant and or Holiday Tenant and in breach of my contract whatever the stipulations are within that contract with the said agency. I hereby authorise this agent to provide information about me to TRA and my default to TRA in connection with that listing.

I will not hold TRA accountable for the inaccurate keying in of information by TRA members therefore delivering an incorrect search as I understand mistakes can be made within this process due to human error. It is also understood that technical failure can cause errors and I do not hold TRA or the Agent responsible for the same. I understand that if the said eventuates I may question the source and understand this will be thoroughly investigated and corrected immediately.

Furthermore I authorise the agent to contact my employers past and present to confirm my employment history and my previous Landlord / Agency to verify details of my tenancy. I also authorise the agent to contact two personal referees to establish my identification / location and concede that those referees have given permission for me to use them. I recognize that my photo id may be scanned onto TRA for absolute identification.

I am aware that the availability of telephone lines, internet services, digital or cable television and the adequacy of such services are the sole responsibility of the tenant(s) and the tenants should make their own enquiries as to the availability and adequacy of such services. The landlord or agent do not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant(s) and the tenant(s) must rely upon their own enquiry.

I also acknowledge that the holding Fee is equivalent to one week's rent to hold the property for a period of 7 days only, starting from the day the Reservation Fee is paid to the Agent (the Holding Period) and that the applicant must be in a position to sign the tenancy agreement within those 7 days. The Agent undertakes that: no other Holding Fee has been received for the premises; The whole Fee will be refunded if the landlord decides not to enter into the residential tenancy agreement with the Applicant for the premises during the Holding Period; The whole fee will be refunded if the landlord does not carry out (during the Holding Period) repairs or other work upon which it is a condition to entry into a residential tenancy agreement with the Applicant; If a residential tenancy agreement is entered into with the Applicant, the Fee will be applied in full towards rent for the premises;

The applicant agrees to pay a Holding fee equivalent to one weeks rent immediately their application has been approved. Failure to do so may result in the property being offered to another applicant. The applicant understands that, should they decide not to enter into a residential tenancy agreement, and the premises are not let or otherwise occupied during the Holding Period the landlord may retain the complete Holding Fee.

Should this Agent transfer its agency business to another person, I consent to the new agent (and any further person to whom that business may be transferred) taking any step which the former agent could have taken. (If more than one applicant, "I" means "We" in this form). **"I have read and I understand the above information"**

Print Name of Tenant

Signature of Tenant..... Date.....

TRA adheres strictly to requirements of the Privacy Laws and therefore does not use the information supplied by the tenant for advertising purposes. Trading Reference Australia may be contacted during business hours 9-5 Monday to Friday regarding any records kept concerning you. To validate and correct inaccurate information we require a signed Personal Disclosure form and photo id. An urgent confirmation of your records can be done immediately by credit card payment using the secure section on our web page.

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