

Terms and Conditions of Referring Tenants to easyBondpay

1. This Agreement continues until either Easybondpay Pty Ltd ACL 495421 (“Easybondpay”) or the Property Manager gives the other notice in writing of termination.
2. Easybondpay will pay the Property Manager a commission of 2% of the principal of bonds funded under bond loans to tenants referred to Easybondpay by the Property Manager (plus GST). The commission is payable monthly on or before the last day of the month following the month in which the relevant bond loan was entered into. Easybondpay will pay the commission by electronic funds transfer to the bank account nominated by the Property Manager.
3. The Property Manager warrants that all tenants referred as mentioned in the preceding clause (“referred persons”) are actual bona fide prospective residential tenants seeking a loan for an actual bona fide residential tenancy bond payable by them in respect of an actual bona fide residential tenancy.
4. The Property Manager warrants that any monies transferred to its account (or its trust account) by Easybondpay –
 - (a) will only be applied towards a bond, or an initial rent deposit, and not to any other rent or to anything else and
 - (b) insofar as for a bond, thereafter be paid over to the relevant bond holding authority reasonably promptly and
 - (c) will only be applied or paid as permitted under (a) or (b), and otherwise must be returned to Easybondpay.
5. The Property Manager acknowledges that any second or subsequent transfer of monies to it by Easybondpay in respect of a particular tenancy is likely procured by a fraud on Easybondpay, and must promptly be returned to Easybondpay.
6. The Property Manager acknowledges that it must –
 - (a) only inform a referred person that Easybondpay is able to provide a bond loan, and give the referred person information about how to contact Easybondpay and/or make arrangements for the referred person to contact Easybondpay to make a bond loan application through a website link, and never do more than that
 - (b) in particular, not provide any recommendation, advice, or credit assistance to any referred person
 - (c) whenever making a referral under sub-clause (a), disclose to the referred person the commission payable under these terms by stating or writing words to the effect of: “We [or state Property Manager name] receive a commission of 2% of the bond amount to refer tenants to Easybondpay” and
 - (d) make that disclosure in the same form as the referral under sub-clause (a).
7. The Property Manager agrees that –
 - (a) it will not refer a tenant to Easybondpay unless it has in its possession documentary evidence that the tenant’s monthly rental is less than 30% of the tenant’s current monthly pre-tax income and
 - (b) it will retain copies of such evidence, and produce it to Easybondpay when requested to do so, provided Easybondpay provides evidence that the tenant has authorised the Property Manager to do so.
8. Easybondpay may issue tax invoices in respect of commission payable under this Agreement, being taxable supplies for the purpose of GST laws, in which case, the Property Manager will not issue tax invoices in respect of those supplies and –
 - (a) each party warrants that it is registered for GST at the time of entering into this Agreement, and that it will notify the other party if it ceases to be so registered
 - (b) Easybondpay indemnifies the Property Manager for any liability for GST and penalty that may arise from any understatement of the GST payable by Easybondpay on any tax invoice it issues under this clause and
 - (c) the authority in this clause may be withdrawn at any time by the Property Manager by giving notice in writing to Easybondpay accordingly.
9. The Property Manager acknowledges that any software and other technology provided by Easybondpay to the Property Manager for the purposes of this Agreement remains the property of Easybondpay, and is also confidential and not to be disclosed or provided to any other party.
10. On termination of this Agreement, each party must promptly return to the other party all materials, documentation, software, technology and other things belonging to or supplied by the other party.

11. Except as contemplated by this Agreement, neither party has any authority to act on the other's behalf and must not at any time hold itself out as having such authority, and further neither party may assume or purport to assume any obligation or incur any debt on behalf of, or pledge the credit of, the other party except with its prior written consent.
12. Easybondpay may vary these terms at any time but must give notice in writing thereof to the Property Manager.
13. Notices may be given by way of electronic communication as defined in the various Electronic Transactions Acts of the States, Territories and the Commonwealth.