



**ASIC**

Australian Securities & Investments Commission

**[PF 13]**

## **Pro Forma 13 Performance bond – licensee**

### **Policy Statement 33**

*Reissued 30/7/2003  
Previous version 23/8/2001*

### **DEED OF BOND**

**To:** **Australian Securities and Investments Commission**  
of *[insert address of ASIC office in the State or Territory where the Licensee has its principal office.]*  
("ASIC")

**On Account of:**  
*[Insert name, ACN/ABN, and address of licence holder]*  
(the "Licensee")

**Amount of the Bond:**  
\$20,000.00  
[\$10,000.00 for Horse Racing promoters/syndicates]

1. *[Insert name, ACN/ABN and address of issuer]*  
(the "Issuer") at the request of the Licensee and for valuable consideration hereby irrevocably and unconditionally undertakes to pay to ASIC upon demand by ASIC any sum or sums demanded in accordance with paragraph 2, without conditions, without reference to the Licensee and notwithstanding any contrary request or instruction by the Licensee.
2. Each demand by ASIC:
  - (a) shall be in writing signed on behalf of ASIC;
  - (b) shall state:

- (i) the amount demanded (which shall not exceed the amount of the Issuer's Liability as defined in paragraph 3); and
  - (ii) that the amount demanded is required in order to be applied as prescribed by the Corporations Regulations 2001; and
  - (c) shall be left at or posted to the address of the Issuer stated herein or currently recorded in the records kept by ASIC.
3. The "Issuer's Liability" at any time under this Deed shall be the amount set out above ("the Amount of the Bond") reduced by the amount of each payment made by the Issuer under paragraph 2 up to that time.
  4. This Deed is independent of any other security lodged or required to be lodged or maintained by the Licensee with ASIC in accordance with the Corporations Act 2001 or the Corporations Regulations 2001.
  5. The bond referred to in this Deed may be discharged or released wholly or in part only as prescribed by the Corporations Regulations 2001. Discharge or release of the bond will not prejudice or adversely affect any other security lodged with ASIC in respect of the Licensee.
  6. The Issuer may, after giving 14 days notice in writing to ASIC, pay to ASIC an amount equal to the Issuer's Liability; upon receipt of such moneys by ASIC the same shall be paid to the credit of an account which shall be the security lodged and required to be maintained by the Licensee in accordance with the Corporations Act 2001 and the Corporations Regulations 2001 and:
    - (a) on ASIC being satisfied that the payment by the Issuer is legally retainable and not refundable, the Issuer shall be discharged from liability under this Deed and both the Issuer and the Licensee shall be entitled to written acknowledgment by ASIC of such discharge;
    - (b) the moneys from time to time standing to the credit of the account may be applied by ASIC at any time and from time to time in accordance with the Corporations Act 2001 and the Corporations Regulations 2001;
    - (c) if at any time the credit balance of the account is less than the Amount of the Bond the Licensee covenants to pay forthwith on demand by ASIC the amount of the deficiency to ASIC to be credited to the account;
    - (d) if at any time the credit balance of the account exceeds the Amount of the Bond the Licensee shall be entitled to payment of the amount of the excess;
    - (e) discharge of the Issuer shall not prejudice or adversely affect the obligations of the Licensee at all times to lodge and maintain the

security under the terms of the Corporations Act 2001, the Corporations Regulations 2001 and this Deed.

7. In the event of discharge of the Issuer under clause 6 the Licensee covenants with ASIC to lodge moneys and to maintain the security as required by that clause 6.
8. A reference to the “Corporations Regulations 2001” is a reference to any Act or regulation from time to time prescribing the application, discharge and/or release of the bond referred to in this Deed; in the absence of any such prescription, “prescribed by the Corporations Regulations 2001” shall mean according to the discretion of ASIC and the bond referred to in this Deed shall be demanded, paid, applied and discharged in accordance with the discretion of ASIC.
9. The proper law of this Deed shall be the law of the State or Territory in which is situated the ASIC office referred to above.

**In Witness Whereof** this Deed of Bond has been duly executed as a deed by the Issuer and by the Licensee on the      day of 20      .

*(For the **Licensee** to complete)*

*(Natural person/Partnership)*

**SIGNED SEALED AND DELIVERED by**

.....

.....

(signature of Licensee/Partner)

in the presence of:

.....

.....

Witness

Name of Witness (print)

**[OR]**

*(Body Corporate)*

**Execution with Seal**

**THE COMMON SEAL of**

.....

*(Name of Body Corporate)*

was affixed in accordance with its constitution in the presence of:

.....

Director/Sole Director

.....

Name of Director (print)

.....

Director/Secretary

.....

Name of Director/Secretary (print)

