**Performance Bond Reference Number:**

**By this Deed, the entity** specified in Item 1 of Schedule 1 (**Guarantor)** agrees at the request of the party specified in Item 4 of Schedule 1 (**Guaranteed Party**) to issue this Performance Bond in favour of the party specified in Item 5 of Schedule 1 (**Beneficiary**).

The Guarantor agrees with the Beneficiary as follows:

**Operative Part**

1. The Guarantor unconditionally and irrevocably undertakes to pay the Beneficiary upon receipt from the Beneficiary of a written demand any amount or amounts to a maximum aggregate amount as specified in Item 6 of Schedule 1 (**Maximum Amount**).
2. To make demand under this instrument the Beneficiary must deliver a demand in writing purporting to be signed by or on behalf of the Beneficiary and substantially in the form specified in Schedule 2 to the Guarantor at the address specified in Item 2 of Schedule 1 for the attention of the office specified in Item 3 of Schedule 1.
3. The Guarantor will make payment to the Beneficiary within 3 Business Days, via Real Time Gross Settlement, upon receiving the demand referred to in paragraph 2 above without reference to the Guaranteed Party and notwithstanding any contrary direction or notice by the Guaranteed Party.
4. The liability of the Guarantor under this instrument will continue until:
   * + - 1. written notice has been given to the Guarantor by the Beneficiary that the instrument is no longer required; or
         2. the Guarantor makes payment to the Beneficiary of the whole of the Maximum Amount in one payment; or
         3. the time at which the total of all payments of such amounts as the Beneficiary may demand from time to time when aggregated, equal the Maximum Amount.
5. The Beneficiary will, upon request by the Guarantor, following the first occurrence of any of the events specified in Clause 4 above, return the original of this instrument promptly to the Guarantor for cancellation.
6. The Guarantor may terminate its liability under this instrument at any time by paying to the Beneficiary the balance of the Maximum Amount outstanding.
7. Unless the Guarantor's liability has terminated pursuant to Clauses 4 or 6 above, the liability of the Guarantor under this instrument will not be affected, discharged or released for any reason, including the fact that the Guaranteed Party ceases to be an approved Self/Specialised Insurer under any legislation governing the operation of workers compensation.
8. The Guarantor warrants that at the date this document is executed it is an APRA regulated Insurer and the latest minimum credit rating that it has been issued by the credit rating agencies; Standard & Poors is “AA minus” or Moody’s “Aa3”. The Guarantor undertakes to promptly advise the Beneficiary by letter sent to the address at item 5 of Schedule 1 if the credit rating changes and will provide the Beneficiary at least every 12 months a report by a registered Australian company auditor confirming its credit rating and net tangible assets.
9. The Guarantor warrants that this undertaking has been executed in accordance with the laws of the place specified in Item 7 of Schedule 1. The Guarantor agrees that, in respect of any dispute relating to this instrument, the Guarantor submits to the jurisdiction of the courts of the place specified in Item 7 of Schedule 1.
10. If this instrument is executed by an attorney of the Guarantor, the attorney warrants by their execution of this instrument that their power of attorney confers the power to execute this instrument and the appointment has not been revoked.
11. Neither the Beneficiary nor the Guarantor may transfer or assign its right or interest under this instrument except that a statutory successor of the Beneficiary will have the same rights as the Beneficiary specified in this undertaking.
12. Where a demand pursuant to paragraph 2 has been made by the Beneficiary and the Guarantor has paid the Beneficiary the amount demanded, the Guarantor may request the Beneficiary to exchange this Performance Bond with one representing the difference between the Maximum Amount and the accumulated amounts paid under this Performance Bond to the Beneficiary to date, provided that the replacement Performance Bond is identical in all other respects to this Performance Bond.

|  |  |
| --- | --- |
| **Executed as a Deed**  Signed by the attorney of **[ ]** under power of attorney registered Book [ ] No [ ], and who has received no notice of the revocation of the power, in the presence of: |  |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of witness | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of attorney |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of witness (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of attorney (print) |

Signed in [place of execution]

Dated this day of 20

**Schedule 1**

**Item 1:** [Name of Guarantor] ABN ## of the address specified in Item 2

**Item 2:** [insert address details of Guarantor’s office from which undertaking issued]

**Item 3:** [insert office of person upon whom demand must be served or an equivalent position - e.g. Chief Financial Officer or any substitute for Chief Financial Officer]

**Item 4:** [insert details of Guarantor - full name + ABN + address]

**Item 5**: State Insurance Regulatory Authority ABN 19 241 815 442

92-100 Donnison St, Gosford NSW 2250

Locked Bag 2906 Lisarow NSW 2252

**Item 6**: [Maximum Amount - in words, for example (Five million dollars) and figures ($5,000,000)]

**Item 7**: New South Wales

……………………………………

Initialled by signatory

**Schedule 2**

(Form of Demand - clause 2 of Performance Bond)

TO: [Guarantor as per item 1 of Schedule 1]

[Address per item 2 of Schedule 1]

[For the attention of per item 3 of Schedule 1]

This is a demand under the Performance Bond specified in Item 1 issued by you on the date specified in item 2 below.

Please pay to the State Insurance Regulatory Authority (ABN 19 241 815 442) within 3 business days via Real Time Gross Settlement to the account specified in item 3 below the amount specified in item 4 below.

The person signing this demand confirms that they are authorised and empowered to issue this demand.

Item 1: [Performance bond reference number]

Item 2: [date of Performance Bond]

Item 3: BSB [insert 6 digit number]: Account Number [insert number]: Account Name: [specify]

Item 4: [amount of demand - not to exceed Maximum Amount]

Dated this day of 20

|  |  |
| --- | --- |
| Signed for and on behalf of the State Insurance Regulatory Authority in the presence of: |  |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of witness | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Signature of authorised person |
| . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of witness (print) | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Name of authorised person (print) |