DepositSure
Trusted Property Deposit Bonds
New Zealand

Level 2, 10 Athol Street, Queenstown
027 580 0444
mike@mcscapital.co.nz
www.depositsure.co.nz

Guarantee and Indemnity

Including Property Security Interest · Complete where a co-owner, director, trustee, or family member supports the application

⚠ Please Read Carefully

WARNING — Entering into this Guarantee and Indemnity involves significant financial risk. You may be required to repay the full bond amount if the Applicant defaults. DepositSure Limited will register a caveat over the Secured Property that you have agreed to mortgage in favour of DepositSure Limited. We strongly recommend you seek independent legal advice before signing.

TO	
FROM — GUARANTOR 1 (PRINT NAME)	FROM — GUARANTOR 2 (PRINT NAME)

Definitions

Applicant	Each person or entity named as Applicant in the Bond Application Form to which this Guarantee and Indemnity relates.
DepositSure Limited	DepositSure Limited, a New Zealand registered company. Company number 9453895. FSP number FSP1003753. Website: www.depositsure.co.nz
Bond / Deposit Bond	The DepositSure Bond to be issued to the Applicant in respect of which this Guarantee and Indemnity is given.
Caveat	A caveat against dealings with an estate or interest in land lodged under the Land Transfer Act 2017 (or any successor or equivalent New Zealand legislation).
Guarantor	Each person named as Guarantor in Section 2 of this form.
Moneys Guaranteed	All moneys the Applicant owes to DepositSure Limited, now or in the future, jointly or severally, actually or contingently, under the Applicant's Counter Indemnity and/or in connection with the Deposit Bond.
Counter Indemnity	The counter indemnity given by the Applicant to DepositSure Limited in the Bond Application Form (Appendix B).
Debt	All amounts owing from time to time by the Applicant and the Guarantor to DepositSure Limited, whether under this Guarantee and Indemnity, the Counter Indemnity, or otherwise, actually or contingently, and jointly or severally where there is more than one Applicant or Guarantor.

Secured Property

ADDRESS
DESCRIPTION
RECORD OF TITLE

Terms of Guarantee and Indemnity

In consideration of DepositSure Limited agreeing to issue the Deposit Bond to the Applicant, each Guarantor agrees as follows:

1. By signing this Guarantee and Indemnity, each Guarantor requests DepositSure Limited to issue the Deposit Bond to the Applicant.
2. This Guarantee and Indemnity: (a) is given to DepositSure Limited in return for it agreeing to issue the Deposit Bond; (b) is unlimited, unconditional, and irrevocable, and shall remain in force until all Moneys Guaranteed have been paid or satisfied in full; and (c) may be enforced against any Guarantor without DepositSure Limited first being required to give notice to or make demand on any Applicant.
3. Each Guarantor jointly and severally guarantees to DepositSure Limited the timely payment of all Moneys Guaranteed and the timely performance of all obligations of each Applicant under the Counter Indemnity.
4. Each Guarantor acknowledges that the liabilities and agreements in this document apply to and bind the Guarantor, including in the event that the bond fee was paid by another party.
5. As a principal obligation, each Guarantor jointly and severally indemnifies DepositSure Limited against any loss it may suffer in connection with the Deposit Bond at any time because: (a) the Applicant fails to pay Moneys Guaranteed or perform obligations under the Counter Indemnity; (b) DepositSure Limited is prevented from recovering any amount by operation of law or equity; (c) any payment to DepositSure Limited is claimed to be void, voidable, or a preference; (d) the Counter Indemnity is void, voidable, or unenforceable for any reason; or (e) for any other reason whatsoever.
6. The obligations of each Guarantor and DepositSure Limited's rights under this document are not affected by any granting of time, waiver, variation, release of another Guarantor, or anything else that might otherwise affect them at law or in equity.
7. Each Guarantor waives any rights as surety that are inconsistent with this document or that would restrict DepositSure Limited's rights or remedies.
8. DepositSure Limited may enforce this Guarantee and Indemnity in its own name, including bringing legal proceedings if required, without first proceeding against any Applicant.
9. Each Guarantor must reimburse DepositSure Limited for all costs and expenses (including legal costs on a full indemnity basis) incurred in exercising or enforcing any right or remedy under the Counter Indemnity or this document.
10. Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by DepositSure Limited in writing.
11. DepositSure Limited may serve any document on a Guarantor by ordinary post to the address shown in Section 2 of this form, or such other address as notified in writing.
12. Each Guarantor hereby charges and agrees to grant a registrable all-obligations mortgage (by reference to the then-current Law Association memorandum of mortgage) over the Secured Property in favour of DepositSure Limited to secure payment of the Debt. The priority amount shall be twice the amount of the bond.
13. Each Guarantor expressly consents to DepositSure Limited registering a caveat against the Secured Property under the Land Transfer Act 2017. A caveat may be lodged at any time. In consideration of DepositSure Limited issuing the Deposit Bond, the Guarantor irrevocably appoints DepositSure Limited and each authorised officer of DepositSure Limited severally to be its attorney (with full power to appoint substitutes and to sub-delegate) on behalf of the Guarantor and in its name or otherwise and at its cost to complete, execute and otherwise perfect all assignments, transfers, novations, security interests and other documents, and generally to do all other acts and things, that the Guarantor is obliged to do under this Deed, including registering the mortgage over the Secured Property if the Guarantor fails to do so when requested by DepositSure Limited. The Guarantor hereby ratifies and confirms to each person dealing with DepositSure Limited, whatever DepositSure Limited does in the exercise of any of the rights referred to in this clause.
14. These obligations bind each Guarantor both personally and as trustee of any trust of which the Guarantor is currently or in the future a trustee. Where there is more than one Guarantor, each is jointly and severally liable.

Privacy Consent — Guarantors

By signing this document, each Guarantor consents to DepositSure Limited collecting, using, holding, and disclosing personal and financial information about each Guarantor for the purposes of assessing and issuing the Deposit Bond; managing and administering the bond; investigating or managing any claim; enforcing rights under this Guarantee and Indemnity; direct marketing of DepositSure Limited products and services; and managing DepositSure Limited's ongoing relationship with the Guarantor.

We may exchange your information with mortgage brokers and advisers, legal and financial professionals, credit reporting agencies (Equifax NZ, Centrix), government authorities as required by law, and any party involved in a claim or legal proceeding. We comply with the Privacy Act 2020.

You consent to DepositSure Limited communicating with you electronically in connection with this document and to telephone calls being recorded for record-keeping and compliance purposes.

Section 1 — Purchase Property Details

FULL ADDRESS OF PROPERTY BEING PURCHASED BY THE APPLICANT (INCL. SUBURB & POSTCODE)

Section 2 — Guarantor Details

All sections must be completed. Witnesses must be independent of the purchase and of the Guarantor's immediate family.

Guarantor 1

FULL LEGAL NAME	EMAIL ADDRESS
RESIDENTIAL ADDRESS (INCL. SUBURB & POSTCODE)	
DATE OF BIRTH (DD/MM/YYYY)	MOBILE NUMBER
DRIVER LICENCE OR PASSPORT NO.	EXPIRY DATE (DD/MM/YYYY)

Is this individual a New Zealand citizen or permanent resident currently residing in New Zealand?

☐ Yes ☐ No

Guarantor 2 (if applicable)

FULL LEGAL NAME	EMAIL ADDRESS
RESIDENTIAL ADDRESS (INCL. SUBURB & POSTCODE)	
DATE OF BIRTH (DD/MM/YYYY)	MOBILE NUMBER
DRIVER LICENCE OR PASSPORT NO.	EXPIRY DATE (DD/MM/YYYY)

Is this individual a New Zealand citizen or permanent resident currently residing in New Zealand?

☐ Yes ☐ No

Guarantor Declaration

1. Have you read and understood the terms of this Guarantee and Indemnity?

☐ Yes ☐ No

2. Do you understand that DepositSure Limited has the right to recover from you any amount paid under the Deposit Bond?

☐ Yes ☐ No

3. Do you acknowledge that you have been given the opportunity to seek independent legal advice before signing?

☐ Yes ☐ No

4. Have you read and do you consent to the Privacy Consent set out in this document?

☐ Yes ☐ No

5. Do you understand that you are agreeing to grant a mortgage over the Secured Property in favour of DepositSure Limited as security?

☐ Yes ☐ No

6. Do you consent to DepositSure Limited registering a caveat over the Secured Property?

☐ Yes ☐ No

Guarantor Signatures — Independent Witness Required

Each Guarantor must sign in the presence of an independent witness (not the applicant, a co-applicant, or a family member of the Guarantor). This Guarantee and Indemnity is executed and delivered as a deed. Where a Guarantor is an individual, execution must comply with section 9 of the Property Law Act 2007. Where a Guarantor is a company, execution must comply with section 180(1) of the Companies Act 1993.

GUARANTOR 1 SIGNATURE

SIGNATURE
FULL NAME (PRINT)
DATE (DD/MM/YYYY)

GUARANTOR 2 SIGNATURE (IF APPLICABLE)

SIGNATURE
FULL NAME (PRINT)
DATE (DD/MM/YYYY)

WITNESS TO GUARANTOR 1

FULL NAME (PRINT)
OCCUPATION
ADDRESS
DATE (DD/MM/YYYY)
SIGNATURE

WITNESS TO GUARANTOR 2

FULL NAME (PRINT)
OCCUPATION
ADDRESS
DATE (DD/MM/YYYY)
SIGNATURE

Section 3 — Bond Applicant Details (for G&I Schedule)

Complete this section to link the Guarantee & Indemnity to the correct Bond Application.

APPLICANT 1 FULL NAME	APPLICANT 2 FULL NAME
APPLICANT 1 ADDRESS	APPLICANT 2 ADDRESS
VENDOR NAME(S)	PURCHASE PROPERTY ADDRESS

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