Australian Government
Department of Home Affairs

Undertaking to the Department of Home Affairs
Section 42 – Interim Dumping Duty and/or Interim Countervailing Duty

The Department of Home Affairs (the Department) is collecting your personal information for the purpose of section 42 of the *Customs Act 1901* in respect of Interim Dumping Duty and/or Interim Countervailing Duty.

Your personal information will be handled in accordance with the Australian Privacy Principles in Schedule 1 of the *Privacy Act 1988*. Further information regarding how the Department collects, stores, uses and discloses personal information can be found in form 1442i *Privacy notice*, available on our website at **https://www.abf.gov.au/form-listing/forms/1442i.pdf** or at our offices.

Please ensure that you read and understand form 1442i. It also contains information about how you can contact us if you have any questions. More information about how the Department handles personal information can also be found in our Privacy Policy at **https://www.homeaffairs.gov.au/access-and-accountability/using-our-website/web-privacy**.

Please open this form using Adobe Acrobat Reader. Either type in the fields provided or print this form and complete it using a pen and BLOCK LETTERS.

By this deed

Name of the Undertaking Giver e.g. name of company / ACN, organisation or individual)

Address of the Undertaking Giver | Postcode

ACKNOWLEDGES that:

1. following the publication of a preliminary affirmative determination under Section 269TD of the *Customs Act 1901* (Customs Act), the Department of Home Affairs has the right to require and take securities under Section 42 of the Customs Act in respect of interim dumping duty and/or interim countervailing duty that may become payable under the *Customs Tariff (Anti-Dumping) Act 1975* in relation to the goods specified in the Security Application, and pending the giving of the required security in relation to imported goods, may refuse to deliver imported goods or to give any authority to deal with the imported goods.
2. the Department of Home Affairs has required such a security to be given in respect of the goods specified in the Security Application.

and UNDERTAKES that:

3. where, after the date of the execution of this Deed, a notice is published under Section 269TG(1) and/or Section 269TJ(1) of the Customs Act advising that the Minister has imposed anti-dumping measures applicable to the goods specified in the Security Application, the Undertaking Giver shall, upon demand by a Collector, pay to the Commonwealth any interim dumping duty and/or interim countervailing duty that becomes payable on goods entered under this Undertaking.
4. any amount of interim dumping duty and/or interim countervailing duty which becomes payable in relation to the goods specified in the Security Application, shall be a debt due to the Commonwealth and may be sued for and recovered in a Court of competent jurisdiction.
5. the obligations of the Undertaking Giver under this deed shall not exceed in the aggregate the sum of [insert amount of security specified in the Security Application] $_____.
6. any demand made under this deed upon the Undertaking Giver shall be deemed to have been made if it is in writing and signed by or on behalf of the Collector and sent by prepaid post as a letter addressed to the Undertaking Giver or left by hand at the address set forth in this deed or at the address last notified to the Collector under Clause 9 hereof, and any such demand sent by prepaid post shall be deemed to have been received by the Undertaking Giver at the time when such demand would in the ordinary course of post have been delivered.
7. in proceedings to recover any amount payable under this deed a certificate purporting to be signed by the Collector shall be prima facie evidence of the matters stated herein.
8. an officer of Customs may request at any time to inspect the goods to which this deed relates and all books, accounts, records and documents relating to such goods and may take such extracts from or make copies of such books, accounts, records and documents as the officer deems necessary.
9. if there is any alteration in the name or address of the Undertaking Giver or if the Undertaking Giver ceases to carry on business, or, where the Undertaking Giver is a natural person or a partnership or carries on business under a firm or business name, there is any alteration in the ownership or control of the Undertaking Giver's business, the Undertaking Giver shall give to the Collector at each of the ports to which the provisions of this deed relate, written notice of the fact within seven days after the date on which the alteration or cessation takes place.
10. in this deed "Collector" means the Comptroller-General of Customs or any officer of Customs doing duty in the matter in relation to which the expression is used.
11. a reference in this deed to the *Customs Act 1901* or the *Customs Tariff (Anti-Dumping) Act 1975* (either singularly or in any combination) shall be read as a reference to the provisions of those Acts as in force as amended at the date of this Undertaking, and to any provision amending or replacing the same.

Dated this _____ day of _____ 20 _____

Select **one** signature block for completion by Undertaking Giver.

Note: Please check advice on the correct form of execution on a case by case basis.

- I have read and understand the information contained in form 1442i *Privacy notice*.
- I understand the Department may collect, use and disclose my personal information (including biometric information and other sensitive information) as outlined in form 1442i *Privacy notice*.

Executed as a Deed (Where executed by 2 Directors of a company, or a Director and a Company Secretary)

Signed, sealed and delivered by:

Name of Director	Signature	Date
Name of Director / Company Secretary	Signature	Date

OR

Executed as a Deed (Where executed for a proprietary company that has a sole Director where that Director is also the sole Company Secretary)

Signed, sealed and delivered by:

Name of sole Director / Company Secretary	Signature	Date

OR

Executed as a Deed (Where executed for a proprietary company with a common seal or by a proprietary company with a common seal that has a sole Director who is the Company Secretary)

Signed, sealed and delivered by:

Company seal

Witnessed by:

Name of Director or sole Director / Company Secretary	Signature	Date
Name of Director / Company Secretary *(not required where executed by sole Director who is the sole Company Secretary)*	Signature	Date

OR

Executed as a Deed (Where Undertaking Giver is a natural person)

Signed, sealed and delivered by:

Name of Undertaking Giver	Signature	Date

In the presence of:

Name of witness	Signature	Date

OR

Executed as a Deed (Where executed by 1 or more authorised officers for organisations not previously mentioned)

Signed, sealed and delivered by:

Name of Authorised officer	Signature	Date
Name of Authorised officer	Signature	Date