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By this Security the subscribers are, pursuant to the *Customs Act 1901* (the Customs Act) as in force as amended at the date of this Security, bound to the Customs of the Commonwealth of Australia (*in this Security called 'the Commonwealth'*) to

a maximum aggregate sum of \$

subject only to this condition that if:

1. The provisions of the Customs Act are at all times during the continuance of this Security complied with to the satisfaction of the Collector –
 - (a) in respect of each of the premises in the Commonwealth of Australia now or, in the future, owned, occupied or controlled by (*in this Security called 'the company'*) which is or may be licensed as a warehouse or depot under the Customs Act; and
 - (b) in respect of all goods and packages subject to Customs control in or at each of those premises; and
 - (c) by the company as licensee under the warehouse or depot licence or occupier of those premises;
2. All goods and packages subject to Customs control at any time in or at each of those premises are at all times safely and securely kept at or in those premises until removed by authority within the meaning of the Customs Act and in accordance with the Customs Act;
3. Whenever and as often as –
 - (a) any goods which according to any invoice, entry, receipt or other document issued in respect of any of those packages were or should have been contained in that package; and
 - (b) those goods are not contained in that package when or at any time before that package is so moved from any of those premises;
 the subscribers prove to the satisfaction of the Collector that those goods were not in fact contained in that package at the time when that package was received into or at those premises;

then this Security shall be thereby discharged ** AND it is agreed that:

- i any reference in this Security to an Act means the Customs Act as amended from time to time, or any Act passed in substitution for the Customs Act, and includes the regulations made thereunder as amended from time to time;
 - ii for the purposes of the Security, 'Collector' has the same meaning as in the Customs Act;
 - iii. *This security shall be deemed to have commenced on and shall be read and construed in all respects accordingly.
- 4 Should the Commonwealth notify the subscribers in writing that it requires payment to be made to it of the whole or any part of the following sum of \$, it is unconditionally agreed that such payment or payments will be made to the Commonwealth immediately without further reference to the company and notwithstanding any notice given by the company to the subscriber not to pay the same.

Dated the day of 20

* This provision is for the use only when the Security is to have retrospective operation.

** NOTE – If liability is not intended to be joint and several and for the full amount, here state what is intended, as for example thus: 'The liability of the subscribers is joint only', or 'The liability of (mentioning subscriber) is limited to (here state amount of limit of liability or mode of ascertaining limit)'.

The Australian Border Force (ABF) is collecting and using your personal information for the purposes of Part III of the Customs Act), which deals with the right of the ABF to require and take securities for compliance with the Customs Act and generally for the protection of the revenue. If we do not collect this information, the ABF may not be able to issue this security consistent with the Customs Act. Failure to give a security, when requested, may mean the ABF refuses to deliver your goods or to give any authority to deal with your goods. The ABF may disclose your personal information provided on this form to third parties for purposes related to compliance with the Customs Act or any law of the Commonwealth, State or Territory. Any personal information contained in this form will be collected, used, stored and disclosed by the ABF in accordance with the Australian Privacy Principles in Schedule 1 of the *Privacy Act 1988*. Further information regarding how the ABF handles personal information can be found in the Department of Home Affairs' (the Department) Privacy Policy www.homeaffairs.gov.au/access-and-accountability/our-commitments/privacy or by contacting the Department's Privacy Help Desk by email privacy@homeaffairs.gov.au.

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Security ID

