Australian Government
Department of Home Affairs

Undertaking to the Department of Home Affairs
Section 162A Goods

The Department of Home Affairs (the Department) is collecting your personal information for the purpose of section 162A of the *Customs Act 1901*.

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 **http://www.abf.gov.au/help-and-support/forms** 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 Policy at .

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

UNDERTAKES as follows:

1. Where, after the date of this deed –
   (a) goods are imported into AUSTRALIA by persons and/or for purposes eligible under section 162A of the *Customs Act 1901*; and
   (b) permission is granted pursuant to section 162A of the *Customs Act 1901* to the Undertaking Giver, or other person either approved by the Undertaking Giver or for whom the Undertaking Giver acts as agent, to take delivery of the goods without payment of customs duty and/or Goods and Services Tax and/or Luxury Car Tax; and
   (c) the goods so delivered have been dealt with in contravention of the *Customs (International Obligations) Regulation 2015*; or
   (d) the goods so delivered are not exported within the prescribed period referred to in section 162A(5)(b) of the *Customs Act 1901*; and
   (e) none of the circumstances or conditions specified in the *Customs (International Obligations) Regulation 2015* apply in relation to the goods.

   The Undertaking Giver shall upon demand pay to the Commonwealth an amount equal to the amounts of customs duty and taxes that would have been payable in respect of the goods if they had been entered for home consumption on the day on which they were delivered and if permission to take delivery of the goods without payment of customs duty and taxes had not been granted.

and AGREES that:

2. any amount which becomes payable under Clause 1 hereof shall be a debt due to the Commonwealth and may be sued for and recovered in a Court of competent jurisdiction.
3. the obligations of the Undertaking Giver under this deed shall not exceed in the aggregate the sum of $_____. Where the Undertaking Giver is a partnership the liability of the partners shall be joint and several.
4. 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 a 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 7 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.
5. in proceedings to recover any amount payable under this deed a certificate purporting to be signed by a Collector shall be prima facie evidence of the matters stated herein.
6. 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.
7. 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 7 days after the date on which the alteration or cessation takes place.
8. 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.
9. a reference in this deed to section 162A of the *Customs Act 1901* shall be read as a reference to that section 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