**NORTHERN TERRITORY OF AUSTRALIA**

**BAIL ACT**

File No:

**BAIL UNDERTAKING AND AGREEMENT BY ACCUSED PERSON WITH GUARANTOR**

I, **[name of accused] ([gender], [date of birth])** of **[address of residence]**

undertake to appear at the **[Local Court/Supreme Court]** at **[Alice Springs/Darwin]** on **[date]** at **[time]** or any other time and place to which the proceedings may be continued, or at such other date, time and place as is specified in a notice given to me or the legal practitioner representing me by the Director of Public Prosecutions or a person authorised by the Director of Public Prosecutions in writing on his behalf.

I agree to comply with the following conditions while at liberty:

1. **[conduct conditions]**,

1. …

I agree to observe the requirements as to my conduct specified in my bail undertaking while at liberty on bail.

I acknowledge that the following money and security has been given and may be forfeited to the Northern Territory of Australia by order of the Court if I do not comply with my conditions of bail:

1. **$[0.00]** deposited by **[me/name of person providing cash deposit]** with the Supreme Court of the Northern Territory,
2. **$[0.00]** to be paid by **[me/name of person entering into recognisance]** if I do not comply with my conditions of bail, and
3. **$[0.00]**, to be secured by mortgage against **[my/name of person who has interest in property]** interest in the property at **[address]**.
4. **$[0.00]**, to be secured by mortgage against **[names of persons who have interest in property]** interest in the property at **[address]** and for which **[names of persons liable to pay mortgage]** will be jointly and severally liable if I do not comply with my conditions of bail.

And I agree:

1. To execute and provide to the Court a mortgage in registrable form in favour of the Northern Territory of Australia over the property at **[address]**,
2. To execute and provide to the Supreme Court of the Northern Territory a non-lapsing caveat in registrable form in favour of the Northern Territory of Australia over the property at **[address]**, and
3. To do everything necessary to facilitate the registration of the mortgage and caveat.

**Particulars of Security/Cash Deposit**

$**[sum of cash deposit]** Receipt No.

Mortgage over **[address]** Receipt No.

.…………............................................

Signature

This undertaking and agreement was entered into on **[date]** before me at **[Alice Springs/Darwin]** and a completed copy of this form was handed to the person who signed this bail undertaking and agreement.

………………...................................

Deputy Sheriff

**NORTHERN TERRITORY OF AUSTRALIA**

Case No:

**BAIL ACT**

**BAIL UNDERTAKING AND AGREEMENT BY ACCUSED PERSON WITH GUARANTOR**

## AGREEMENT BY GUARANTOR

I, **[name of guarantor]**,the guarantor, of **[address of residence]**,agree that if the **[name of accused person]** does not keep **[his/her]** undertaking or a bail condition:

1. I will forfeit to the Northern Territory Government **$[sum of cash deposit]** deposited by mewith the Supreme Court of the Northern Territory,
2. I will pay **$[sum of recognisance]** to the Northern Territory Government, and
3. I will pay **[the further sum of]** **$[mortgage sum]** to the Northern Territory of Australia, to be secured by mortgage against my interest in the property at **[address]**,
4. I will pay **[the further sum of]** of **$[mortgage sum]** to the Northern Territory of Australia, to be secured by mortgage against my and **[name of other person providing mortgage]** interest in the property at **[address]**, and for which I and **[name of other person providing mortgage]** will be jointly and severally liable.

And I agree:

1. To execute and provide to the Court a mortgage in registrable form in favour of the Northern Territory of Australia over the property at **[address]**,
2. To execute and provide to the Court a non-lapsing caveat in registrable form in favour of the Northern Territory of Australia over the property at **[address]**, and
3. To do everything necessary to facilitate the registration of the mortgage and caveat.

IF I SIGN THIS AGREEMENT I MAY, IF THE ACCUSED PERSON DOES NOT APPEAR AT COURT, AND IF THE COURT SO ORDERS, LOSE THE AMOUNT OF MONEY OR SECURITY MENTIONED HEREIN.

**Particulars of Security/Cash Deposit**

$**[sum of cash deposit]** Receipt No.

Mortgage over **[address]** Receipt No.

..........................................

Signature

This undertaking and agreement was entered into on **[date]** before me at **[Alice Springs/Darwin]** and a completed copy of this form was handed to each person who signed this bail undertaking and agreement.

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Deputy Sheriff