



DUMPING AND/OR COUNTERVAILING SECURITY

Security Application and Undertaking to the Department of Immigration and Border Protection

Customs Act 1901 and Customs Tariff (Anti-Dumping) Act 1975

The Department of Immigration and Border Protection (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 <http://www.border.gov.au/Forms/Documents/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 be found in our Privacy Policy, at <http://www.border.gov.au/about/access-accountability/plans-policies-charters/policies/privacy>

Dumping Security Checklist

The following documents are required to be submitted if you are applying for a single security, **or** the first shipment of a continuing security.

- Copy of the Pre-lodge – must include Dumping Specification Number (DSN) & Dumping Export Price (DXP)
- Screen dump of the ICS system error message requesting the security identifier amount
- Commercial documentation – bill of lading, packing list, commercial invoice
- Written confirmation of any special invoice payment terms e.g., FOB cash, FOB 30 days payment, FOB 60 days payment
- Estimated number of shipments that the client is anticipating over the next six months
- Where the number of shipments exceeds more than one a continuing security **must** be applied for, and Part B of the form must be completed

Please note that for extensions of a continuing security the application amount must be the total of the previous security amount plus the new security amount.

Security Application to the Department of Immigration and Border Protection

Security Type (Place <input checked="" type="checkbox"/> in Appropriate Box Below)	
Continuing Security - Complete Parts A, B & D <input type="checkbox"/>	Single Security - Complete Parts A, C & D <input type="checkbox"/>

PART A (Please Complete in Full)

Description of Goods <i>(Subject to Security under Section 42 of the Customs Act 1901 in respect of Interim Dumping Duty and/or Interim Countervailing Duty)</i>	
Owner / Importer	Owner's / Importer's CCID or ABN
Trading Name (If Different to Owner / Importer Name)	
Owner / Importer Address	Importer/Owner Contact Person
Phone number	Email address
Name of Brokerage	Brokerage Contact Person
Phone number	Email address

PART B SECURITY TYPE – Continuing Security

Security Amount Required <i>(Please Provide Round Figures)</i>	Goods Entered From <i>(Specify Date)</i>	Security Identification Number <i>(Official Use Only)</i>
\$.00		

PART C SECURITY TYPE – Single Security

Import Declaration Number	Security Identification Number <i>(Official Use Only)</i>	Security Amount Required
		\$.00

PART D SIGNATURE – Importer/Broker

Signature	Date	Official Use Only	Date
		Approved	

Undertaking to the Department of Immigration and Border Protection

BY THIS DEED

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

(Insert address of the Undertaking Giver)

ACKNOWLEDGES THAT:

1. Following the publication of a preliminary affirmative determination under Section 269TD of the *Customs Act 1901* (Customs Act), the Department of Immigration and Border Protection 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 Immigration and Border Protection 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 the 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 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 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 a 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 thisday of20

[Select one signature block for completion by the Undertaking Giver. Delete signature blocks that are not applicable].

Executed as a Deed [Note: Where executed by 2 Directors of a company, or a Director and a company secretary]

Signed, sealed and delivered by:

.....
Name of Director	Signature

.....
Name of Director / Secretary	Signature

OR

Executed as a Deed [Note: 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

OR

Executed as a Deed [Note: Where Undertaking Giver is a natural person]

Signed, sealed and delivered by:

.....

Name of Undertaking Giver

.....

Signature

In the presence of:

.....

Name of witness

.....

Signature

OR

Executed as a Deed

[Note: Where executed by 1 or more authorised officers for organisations not previously mentioned]

Signed, sealed and delivered by:

.....

Name of Authorised officer

.....

Signature

.....

Name of Authorised officer

.....

Signature

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