

# Terms of the Client Authorisation

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## 1 What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign Documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of Documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any Documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

## 2 Mortgagees

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

## 3 Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

## 4 Privacy and Client Information

The Client acknowledges that information relating to the Client that is required to complete a Conveyancing Transaction, including the Client's Personal Information, may be collected by and disclosed to the Duty Authority, the ELNO, the Land Registry, the Registrar and third parties (who may be located overseas) involved in the completion of the Conveyancing Transaction or the processing of it, and consents to the collection and disclosure of that information to any of those recipients, including to those who are overseas. For further information about the collection and disclosure of your Personal Information, refer to the relevant party's privacy policy.

## 5 Applicable Law

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

## 6 Meaning of Words Used in this Client Authorisation

In this Client Authorisation, capitalised terms have the meaning set out below:

**Australian Legal Practitioner** has the meaning given to it in the relevant legislation of the Jurisdiction in which the property is situated and in South Australia is a legal practitioner for the purposes of the *Legal Practitioners Act 1981* (SA).

**Batch Authority** means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

**Capacity** means the role of the signatory (for example an attorney or a director of a company).

**Caveat** means a Document giving notice of a claim to an interest in land that may have the effect of an injunction to stop the registration of a Registry Instrument or other Document in the Titles Register.

**Client** means the Person or Persons named in this Client Authorisation.

**Client Agent** means a Person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

**Conveyancing Transaction** has the meaning given to it in the ECNL.

**Discharge/Release of Mortgage** means a Document that discharges or releases a Mortgage.

**Document** has the meaning given to it in the ECNL.

**Duty Authority** means the State Revenue Office of the Jurisdiction in which the property is situated.

**ECNL** means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

**ELNO** means Electronic Lodgment Network Operator and has the meaning given to it in the ECNL.

**Identity Agent** means a Person who is an agent of either a Representative, or a mortgagee represented by a Representative, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

**Jurisdiction** means an Australian State or Territory.

**Land Registry** means the agency of a State or Territory responsible for maintaining the Jurisdiction's Titles Register.

**Land Title Reference** means the relevant Land Registry's unique identifier(s) for the property.

**Law Practice** has the meaning given to it in the relevant legislation of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated.

**Licensed Conveyancer** means a Person licensed or registered under the relevant legislation of the Jurisdiction in which the property is situated and in Western Australia is a real estate settlement agent for the purposes of the *Settlement Agents Act 1981 (WA)*.

**Mortgage** means a Document by which a Person charges an estate or interest in land as security.

**Participation Rules**, as amended from time to time, has the meaning given to it in the ECNL.

**Person** has the meaning given to it in the ECNL.

**Personal Information** has the meaning given to it in the *Privacy Act 1988 (Cth)*.

**Prescribed Requirement** means any Published requirement of the Registrar that Representatives are required to comply with.

**Priority/Settlement Notice** means a notice (other than a Caveat) which prevents (subject to specified exceptions) registration or recording in the Titles Register of a Registry Instrument or other Document affecting land or an interest in land until the notice lapses or is withdrawn, removed or cancelled.

**Publish** means, for any information, to publish the information on the Registrar's website.

**Registrar** has the meaning given to it in the ECNL.

**Registry Instrument** has the meaning given to it in the ECNL.

**Representative** is the Australian Legal Practitioner, Law Practice or Licensed Conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

**Representative Agent** means a Person authorised by a Representative to act as the Representative's agent. For the avoidance of doubt this can include an Identity Agent.

**Specific Authority** means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

**Standing Authority** means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

**Titles Register** has the meaning given to it in the ECNL.

**Transfer** includes the preparation of all Documents required to effect a purchase or sale of land or any other transfer of land, and the liaison with, where relevant, any mortgagee or proposed mortgagee.

**Withdrawal of Caveat** means a Document which removes a Caveat.