

MODEL PARTICIPATION RULES GUIDANCE NOTE

CLIENT AUTHORISATION

1 INTRODUCTION

This guidance note aligns with Version 6 of the Model Participation Rules and explains:

- what a Client Authorisation is;
- why a Client Authorisation is required;
- when a Client Authorisation is required; and
- how a Client Authorisation is completed.

Capitalised terms have the meanings given to them in the Model Participation Rules, Model Operating Requirements or Electronic Conveyancing National Law.

This guide does not constitute legal advice nor does it replace prudent conveyancing practice. Nothing written in this guide overrides the Electronic Conveyancing National Law, Participation Rules, any other relevant legislation or Registrar's Prescribed Requirements.

2 WHAT IS A CLIENT AUTHORISATION?

A Client Authorisation is a Document that enables a Party to a transaction (the Client) to authorise a conveyancer or lawyer to act on their behalf in that transaction. While the Client Authorisation empowers a Representative to act for a Client in a similar way to a power of attorney, legislation specifically states that the Client Authorisation is NOT a power of attorney. Accordingly, a Client Authorisation does not need to comply with any legislative requirements relating to powers of attorney or to be registered in those Jurisdictions where registration of powers of attorney is required.

While acting on behalf of the Client under a Client Authorisation, the conveyancer or lawyer can:

- sign Registry Instruments or other Documents;

- present Registry Instruments or other Documents for lodgment with the Land Registry; and
- authorise or complete any associated financial aspects of the transaction.

The Client Authorisation clearly sets out the details of the authorisation and the completed form must be retained as supporting evidence of authority for the transaction. Refer to Model Participation Rules Guidance Note #5: Retention of Evidence.

The Client Authorisation contains a privacy and client information statement at clause 4. This provides notice to a conveyancer or lawyer, and the Client or Client Agent, that information obtained, including personal information, may be collected, stored and used by, and disclosed, stored and used by, parties involved in the completion or processing of the Conveyancing Transaction(s). The information may also be used for other purposes as required by law, such as for the purpose of a Compliance Examination. Refer to Model Participation Rules Guidance Note #6: Compliance Examinations.

3 WHY IS A CLIENT AUTHORISATION REQUIRED?

In electronic conveyancing, a Client will not be able to access the Electronic Lodgment Network to sign a Registry Instrument or Document.

A Client Authorisation is required to give the Client's conveyancer or lawyer authority to sign the Registry Instrument or Document on the Client's behalf.

4 WHEN IS A CLIENT AUTHORISATION REQUIRED?

A Client Authorisation is required whenever a conveyancer or lawyer represents a Client in a transaction in an Electronic Lodgment Network, except where the conveyancer or lawyer is preparing and lodging a Caveat or, in those Jurisdictions that have them, a Priority Notice, extension of Priority Notice or withdrawal of Priority Notice.

For a Caveat, Priority Notice, extension of Priority Notice or withdrawal of Priority Notice, a Client Authorisation is optional as the purpose of these Documents is to provide notification of an interest. Whether a Client Authorisation will be obtained or not is dependent on the circumstances of the individual transaction.

For example, it may not be possible to obtain a Client Authorisation prior to processing a Caveat. However, if it is a purchaser's Caveat it may be dealt with as part of the transaction that is covered in a Client Authorisation.

When a Client Authorisation is optional, a Subscriber is still required to take reasonable steps to verify the identity of their Client before they Digitally Sign the Caveat, Priority Notice, extension of Priority Notice or withdrawal of Priority Notice.

Where a Client Authorisation is not obtained for a Caveat, Priority Notice, extension of Priority Notice or withdrawal of Priority Notice, the Subscriber is still required to take reasonable steps to verify the authority of each Client or Client Agent to bind the Client to the Caveat, Priority Notice, extension of Priority Notice or withdrawal of Priority Notice.

5 HOW IS A CLIENT AUTHORISATION COMPLETED?

A Client Authorisation is completed by the Client or Client Agent and the conveyancer or lawyer. Once complete, it is signed by the Client or their Client Agent.

A Client Agent is defined in the Model Participation Rules as a Person authorised to act as the Client's agent. For example, an attorney acting under a power of attorney for an individual or a company may sign as the Client Agent. A Client Agent does not include the Subscriber acting solely as the Client's Representative.

Three types of authorities may be given in a Client Authorisation:

- Specific Authority, in which case the transaction details should be set out in the Client Authorisation form, including the address and land title references, and the type of Conveyancing Transaction(s) covered should be ticked with additional ones listed; or
- Standing Authority, in which case the expiry date, if there is one, should be included and the Conveyancing Transaction types covered should be ticked with additional ones listed or detailed in an attachment to the Client Authorisation; or
- Batch Authority, in which case details of the transactions the Batch Authority is intended to cover should be set out in an attachment.

The conveyancer or lawyer (or their agent) also needs to sign the form in order to certify that reasonable steps were taken to ensure the form was signed by the Client or Client Agent. If the Client Authorisation is signed by the conveyancer or lawyer's agent (Representative Agent), the conveyancer or lawyer does not also need to sign the Client Authorisation. However, the conveyancer's or lawyer's details must still be set out in the Client Authorisation under Representative. The Representative Agent must be specifically appointed to sign the Client Authorisation on behalf of the conveyancer or lawyer. The Representative Agent could also be an Identity Agent. Identity Agents will not always be authorised to sign a Client Authorisation as the Representative Agent. If in doubt the conveyancer or lawyer should check any agreement they have with an Identity Agent. If an Identity Agent is not a Representative Agent they cannot witness the Client or Client Agent signing the Client Authorisation. The conveyancer or lawyer will then be required to sign the Client Authorisation.

A properly completed Client Authorisation form is one that is filled in, dated and signed by the Client and the Representative or the Client and the Representative Agent. The “Terms of this Client Authorisation” must form part of a properly completed Client Authorisation.

Ideally, the verification of identity of the Client or Client Agent would be completed at the time the Client or Client Agent signs the Client Authorisation. Refer to Model Participation Rules Guidance Note #2: Verification of Identity. However, there may be instances where these processes are not able to occur simultaneously and in these instances, the conveyancer or lawyer needs to take reasonable steps to ensure that the Client Authorisation is being signed by their Client or Client Agent. One example of how this may be done is by referencing the verification of identity supporting documentation and taking appropriate steps to ensure it is the same Person signing.

A Subscriber is also required to take reasonable steps to verify the authority of each Person entering into a Client Authorisation on behalf of a Client to both bind the Client to the Client Authorisation and to the Conveyancing Transaction(s) the subject of the Client Authorisation.

A Client Authorisation must be a standalone form and substantially comply with the form in Schedule 4 of the Model Participation Rules as amended from time to time.

A Client Authorisation Smartform is available on the ARNECC website at <https://www.arnecc.gov.au/publications/forms>. This Smartform has been created for ease of use and has the same content as the Client Authorisation form in the Model Participation Rules.

A printable version of the form is also available and can be completed manually. For readability, the Client Authorisation form should be completed in Arial font with a minimum font size of 10 point. If the form is completed manually, blue or black ink should be used.

Examples of completed Client Authorisation forms are annexed to this guidance note.

6 FREQUENTLY ASKED QUESTIONS

Q1: Can I design my own version of the Client Authorisation?

A1: No. The Client Authorisation must be in the form required by the Model Participation Rules. This is to ensure that everyone is participating in a Conveyancing Transaction on the same terms. Slight variations in the format or style are permitted but there must be no change to the words.

Q2: Where can I get a Client Authorisation form?

A2: A Client Authorisation form is available on the ARNECC website at <https://www.arnecc.gov.au/publications/forms>.

Q3: If I am a conveyancer or lawyer and I use an agent to verify the identity of my Client, do I need to sign the Client Authorisation as well as my agent?

A3: It depends on whether the conveyancer or lawyer has specifically appointed the agent to sign the Client Authorisation as their Representative Agent. If they have, the form should be signed by the Representative Agent to certify that reasonable steps were taken to ensure the form was signed by the Client or Client Agent. If they have not, the form must be signed by the conveyancer or lawyer.

Q4: Do I need to complete a Client Authorisation if I am a sole trader conveyancer or lawyer and I am representing myself?

A4: No. If you are a sole trader conveyancer or lawyer, you are allowed to represent yourself in an Electronic Lodgment Network without signing a Client Authorisation.

Q5: If I am a financial institution acting on my own behalf, do I need a Client Authorisation to Lodge a mortgage or discharge a mortgage over my customer's property?

A5: No. When lodging a mortgage or discharge of mortgage you are not representing your customer.

Q6: Does the Client Authorisation take the place of the usual retainer agreement or authority to act entered into between my Client and me?

A6: No. The Client Authorisation is required in addition to the usual retainer agreement or authority to act. The usual retainer agreement or authority to act cannot be inconsistent with the Client Authorisation.

Q7: Can I incorporate the Client Authorisation in my usual retainer agreement or authority to act?

A7: No. As the Client Authorisation is a prescribed form and may be required for evidence in a Compliance Examination, it must be a separate Document.

Q8: Can a Client Authorisation be signed overseas?

A8: Yes. An overseas Client is to be treated the same as a Client in Australia and therefore a Client Authorisation form can be signed overseas.

Q9: Does "substantial compliance" mean I can vary the terms of the Client Authorisation?

A9: No. Only superficial changes are permitted. Subscribers are not able to vary the terms of the Client Authorisation.

Q10: Does a Batch Authority need to list individual properties or can it reference a subdivision?

A10: It is up to the Client and the Representative to agree how best to describe what is covered by a Batch Authority so that there is no ambiguity. For example, if using the PDF form, particular transaction types could be ticked on the front page of the Client Authorisation form and details of the land affected annexed. Alternatively, if using the Client Authorisation Smartform, all the details must be set out in the attachment.

Q11: How do Representatives or Representative Agents sign the Client Authorisation form when the Clients listed in the Client Authorisation form have their identity verified at a different time by different people?

A11: If the Clients listed in the Client Authorisation form are being verified at different times by different people, then two Client Authorisation forms should be prepared.

Q12: Can a Representative destroy a paper Client Authorisation form if they have an electronic copy of it?

A12: The Client Authorisation and any evidence supporting the Client Authorisation can be stored electronically. However, the medium and means in which a Client Authorisation, and any evidence supporting the Client Authorisation, are to be retained is to be determined by the Subscriber, in light of the possible need to produce those Documents as evidence to a Court. Whichever medium is utilised, the Client Authorisation, and any evidence supporting the Client Authorisation, should be safely and securely stored. A Client Authorisation, and any evidence supporting the Client Authorisation, are required to be kept for seven years from lodgment. Refer to Model Participation Rules Guidance Note #5: Retention of Evidence.

Q13: Can a Client Authorisation be electronically signed?

A13: There is no requirement in the Electronic Conveyancing National Law or Model Participation Rules that the Client Authorisation form needs to be wet-signed. Therefore, it is up to the Subscriber to determine whether the act of the Client or Client Agent electronically signing the Client Authorisation form complies with the Electronic Transactions Act applicable in the Jurisdiction in question.

Q14: Do the Representative's details need to be completed if a Representative Agent is signing?

A14: Yes, the Representative's details are required for all Client Authorisations.

Q15: Who needs to have their identity verified and sign the Client Authorisation when a Subscriber is representing a government agency?

A15: A Subscriber representing a government agency must:

- identify the legal entity entitled to deal in the land in question (this could be a Minister, the Secretary of a Department, a Director of a Statutory Body, or a statutory Person as a corporation sole); and
- have the Client Authorisation completed in the name of that legal entity; and
- have the Client Authorisation signed by a Person with a written delegation to deal in land on behalf of that legal entity; and
- sight and retain a copy of the instrument of delegation held by that Person; and
- take reasonable steps to verify the identity of the Person signing the Client Authorisation.

Q16: What is the process for amending the Client Authorisation if we need to make amendments so that it is consistent with the terms of our service agreements with panel solicitors?

A16: The Client Authorisation is a prescribed form and must be used in substantially the same form as that set out in the Model Participation Rules. Neither the layout of the form nor its terms can be altered from that prescribed. In addition, its terms cannot be varied by any other agreement between the parties. The reason for this is to ensure everyone participating in a Conveyancing Transaction requiring the use of a Client Authorisation does so on the same terms.

The form and its terms are reviewed whenever the Model Participation Rules are reviewed and any proposed amendments are subjected to industry consultation.

Q17: If financial institutions, as incoming and outgoing mortgagees, haven't ticked the "Transfer" box in the Client Authorisation form does that mean we cannot act on their behalf in a purchase transaction where they are the incoming mortgagee?

A17: Rule 6.3.1(b) of the Model Participation Rules provides that "*a Representative ... must...enter into a Client Authorisation with its Client [i.e. the incoming and outgoing mortgagee] before the Subscriber Digitally Signs any electronic Registry Instrument or other electronic Document...*".

Your Client or Client Agent should tick the "*MORTGAGE*" and "*DISCHARGE/RELEASE OF MORTGAGE*" boxes as these are the only Documents that they are giving you authority to Digitally Sign and Lodge.

Q18: For those companies that have in-house lawyers (and those lawyers hold the necessary insurance requirements), do their own legal work internally and do not instruct an external law firm or conveyancer, are they classified as self-represented?

A18: A signed Client Authorisation is required where a Subscriber acts on behalf of a Client. Where a lawyer acts for their Subscriber employer and that Subscriber is a participant in the transaction, the Registrar has not specified a requirement for a Client Authorisation.

Q19: Where we have a Client with multiple transactional matters, i.e. a developer/builder that buys and sells a lot, does the Client or Client Agent sign a Client Authorisation form for each individual matter?

A19: You should consider using a Batch Authority or Standing Authority.

Where you use a Standing Authority, you may choose whether or not to enter the property address or land title reference(s). If you are being given authority from the Client to enter into Conveyancing Transactions for any property, including future property, you should leave the property address and land title reference(s) sections blank. If you are being given authority from the Client to enter into Conveyancing Transactions for a specific property, including a development, you should enter the property address and land title references.

Where you use a Batch Authority, details of the transactions the Batch Authority is intended to cover should be set out in an attachment to the Client Authorisation.

Q20: If a company usually signs their Documents under power of attorney and there are a number of different attorneys, does each and every attorney need to sign a Client Authorisation each time?

A20: The answer would depend on the provisions in the power of attorney. You should review the power and make an assessment as to what is required. If a single attorney can sign Documents on behalf of the company, then a single attorney would sign the Client Authorisation. If the power of attorney requires more than one attorney to sign on the company's behalf, you would need to comply with the power's requirements.

Q21: What does it mean to have a properly completed Client Authorisation?

A21: The Client Authorisation form must have all sections completed. Then the Client Authorisation should be dated and signed by the Client or Client Agent and the Representative, or the Client or Client Agent and the Representative Agent, if any.

Q22: As a sole trader, I do not operate under a corporate entity and therefore do not hold an ACN or an ARBN. I only hold an ABN. What do I put in the ACN/ARBN field in the Client Authorisation form?

A22: The ACN/ARBN field in the Client Authorisation form only needs to be completed if the Client or Representative is a company. That field should be left blank if you are not a company or corporate entity.

Q23: Is the Client Authorisation form valid if my Client passes away?

A23: The Client Authorisation ends upon the death of the Client, except in the case of South Australia (see section 59 of the *Real Property Act 1886 (SA)*).

In South Australia, where a Client who has completed a Client Authorisation dies, an instrument which has been executed pursuant to that Client Authorisation after the Client's death remains valid.

In all other Jurisdictions, the death of a Client effectively renders the Client Authorisation invalid. This means that any instruments or Documents (whether signed prior to the death of the Client or not) cannot be used and cannot be Lodged for registration.

Q24: Can another conveyancer or lawyer act for my client in an electronic Conveyancing Transaction?

A24: A conveyancer or lawyer (Instructing Practitioner) may instruct a conveyancer or lawyer Subscriber (Subscriber) to act on its Client's behalf to undertake work in an Electronic Lodgment Network, including creating and Digitally Signing electronic Registry Instruments and other electronic Documents. In these circumstances, the Subscriber must obtain a Client Authorisation directly from the Client (not the Instructing Practitioner). The Subscriber will also need to take reasonable steps to verify the identity of the Client and the Client's right to deal, as well as comply with all other Model Participation Rules.

Refer to Model Participation Rules Guidance Note #9: Instructing Practitioner Engaging a Subscriber.

Q25: The Client Authorisation in the Model Participation Rules was amended after my Client signed a Client Authorisation that is still current. Do I have to obtain a new Client Authorisation from my Client for the same Conveyancing Transaction(s)?

A25: No. The Model Participation Rules take effect prospectively, not retrospectively. Any properly completed Client Authorisation in the form set out in the Model Participation Rules at the time of execution is valid, unless revoked earlier, until:

- for a Specific Authority, the Conveyancing Transaction(s) to which it relates is concluded;
- for a Standing Authority, the expiry date;

- for a Batch Authority, the Conveyancing Transaction(s) to which it relates are concluded.

A Subscriber is required to use the version of the Client Authorisation that is in effect at the time the Client Authorisation is signed.

Q26: A Client Authorisation was signed by a duly authorised officer of a company. Can instructions be provided by a different officer of the company?

A26: It would be prudent for a Subscriber to check that each individual providing instructions has the authority to bind the Client. It is up to the Subscriber to determine whether the individual has the authority to provide the instructions. For example, the Subscriber may wish to rely on a retainer agreement between itself and the Client that specifies the individuals that have the authority from the Client to provide instructions to the Subscriber.

Refer to Model Participation Rules Guidance Note #2: Verification of Identity for information about verifying the identity of instructors.

Q27: What constitutes reasonable steps for verifying authority?

A27: A Subscriber is best placed to make the assessment as to what constitutes reasonable steps using their professional judgment. Reasonable steps will depend on the circumstances of each individual case and will vary depending on the nature and structure of the Client's organisation. For example, a Subscriber could take steps such as verifying that the person works for the Client and has authority to represent the Client.

Q28: I represent a company. Is it expected that the Client Authorisation must be signed in accordance with section 127 of the Corporations Act?

A28: A company may execute under section 127 of the Corporations Act or in another way permitted by law. While execution under section 127 of the Corporations Act is not mandatory, it is beneficial because it allows for other parties to rely on the assumptions set out in section 129 of the Corporations Act. If the company executes the Client Authorisation in a different way, the Subscriber will not be entitled to rely on the assumptions and will need to take other steps to determine that the Client Authorisation has been executed by the company in a way permitted by law. For example, the Subscriber may need to confirm that the Client Authorisation has been executed in accordance with the company's constitution by sighting a copy of that document.

A Subscriber is also required to take reasonable steps to verify the authority of each Person entering into a Client Authorisation on behalf of a Client to both bind the Client

to the Client Authorisation and to the Conveyancing Transaction(s) the subject of the Client Authorisation.

Q29: Our practice is merging with another practice and will form a new entity. Will new Client Authorisations be required?

A29: Yes. If a new entity is being established, the completed and executed Client Authorisations of the previous practices cannot be relied upon by the new entity. New Client Authorisations will need to be executed to provide the new entity with the authority to act on the Client's behalf.

Q30: It is sometimes necessary to expand or make minor changes to the execution block in the Client Authorisation to accurately reflect the capacity under which the Individual is signing it. Would this change to the execution block result in the Client Authorisation not being in substantial compliance with Schedule 4 of the Model Participation Rules?

A30: No. A Client Authorisation, including an expanded execution block, or with minor changes to the execution block to accommodate details required to reflect the capacity under which an Individual is signing, would still be in substantial compliance with Schedule 4 of the Model Participation Rules.

Q31: The transaction does not fit within the Conveyancing Transaction(s) specified in the Client Authorisation (i.e. transfer, mortgage, caveat etc). What do I do?

A31: You should tick the 'Other' box. You must specify the Conveyancing Transaction(s) either in the space provided directly under the 'Other' box, or in an attachment to the Client Authorisation.

EXAMPLE OF A CLIENT AUTHORISATION

Specific Authority, Representative signs.

CLIENT AUTHORISATION

Version 6

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: **BLOGGS-16-4-15**

CLIENT DETAILS	CLIENT 1	CLIENT 2	
	NAME	FREDERICK BLOGGS	FREDA BLOGGS
	ACN/ARBN		
ADDRESS	11/53 ALBERT ST, BRISBANE	11/53 ALBERT ST, BRISBANE	

TRANSACTION DETAILS	AUTHORITY TYPE	<input checked="" type="checkbox"/> SPECIFIC AUTHORITY (set out conveyancing transaction details below)	<input type="checkbox"/> STANDING AUTHORITY ends on revocation or expiration date: ___/___/___ (tick relevant conveyancing transaction(s) below)	<input type="checkbox"/> BATCH AUTHORITY (attach details of conveyancing transaction(s))
	PROPERTY ADDRESS	11/53 ALBERT ST, BRISBANE	10/100 QUEEN ST, BRISBANE	
	LAND TITLE REFERENCE(S) (and/or property description)	71011681 LOT 1 ON RP 1569		
	CONVEYANCING TRANSACTION(S)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER (set out below or attach details)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER (set out below or attach details)	
ADDITIONAL INSTRUCTIONS	SALE OF THIS PROPERTY	PURCHASE OF THIS PROPERTY		

CLIENT AUTHORISATION AND SIGNING	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
	<p>I CERTIFY that:</p> <p>(a) I am the Client or Client Agent; and</p> <p>(b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and</p> <p>(c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client.</p> <p>I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent 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:</p> <p>(a) sign documents on my behalf as required for the Conveyancing Transaction(s); and</p> <p>(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and</p> <p>(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and</p> <p>(d) do anything else necessary to complete the Conveyancing Transaction(s).</p>	
	<p><i>Frederick Bloggs</i> DATE 16/4/15</p> <p>CLIENT/CLIENT AGENT NAME: FREDERICK BLOGGS</p> <p>CAPACITY:</p> <p>If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)</p> <p>NAME: DATE:</p>	<p><i>Freda Bloggs</i> DATE 16/4/15</p> <p>CLIENT/CLIENT AGENT NAME: FREDA BLOGGS</p> <p>CAPACITY:</p> <p>If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)</p> <p>NAME: DATE:</p>

REPRESENTATIVE DETAILS AND SIGNING	REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)	
	NAME	Lamb Lawyers	
	ACN/ARBN	101 469 147	
ADDRESS	1/100 QUEEN STREET, BRISBANE		
	<p>I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.</p> <p>SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:</p>		
	<p><i>Lawrence Lawyer</i> DATE 16/4/15</p> <p>SIGNATORY NAME: LAWRENCE LAWYER</p> <p>CAPACITY:</p>	<p>DATE / /</p> <p>SIGNATORY NAME:</p> <p>CAPACITY:</p>	

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

4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

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 Consular Office Witness means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

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).

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.

Compliance Examination has the meaning given to it in the ECNL.

Conveyancing Transaction 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.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, 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 and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgement network determined by the Registrar from time to time.

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.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

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 appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

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.

Subscriber has the meaning given to it in the ECNL.

EXAMPLE OF A CLIENT AUTHORISATION

Standing Authority, Representative signs.

CLIENT AUTHORISATION

Version 6

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: **ABCBANK-11-4-10 [STANDING AUTHORITY, REPRESENTATIVE SIGNS]**

CLIENT DETAILS	CLIENT 1	CLIENT 2	
	NAME	ABC BANK PTY LTD	
	ACN/ARBN		
ADDRESS	1 CREDIT STREET, BRISBANE		

TRANSACTION DETAILS	AUTHORITY TYPE	<input type="checkbox"/> SPECIFIC AUTHORITY <small>(set out conveyancing transaction details below)</small>	<input checked="" type="checkbox"/> STANDING AUTHORITY <small>ends on revocation or expiration date: 30 / 6 / 2022 (tick relevant conveyancing transaction(s) below)</small>	<input type="checkbox"/> BATCH AUTHORITY <small>(attach details of conveyancing transaction(s))</small>
	PROPERTY ADDRESS			
	LAND TITLE REFERENCE(S) <small>(and/or property description)</small>			
	CONVEYANCING TRANSACTION(S)	<input type="checkbox"/> TRANSFER <input checked="" type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> OTHER <small>(set out below or attach details)</small>	<input checked="" type="checkbox"/> MORTGAGE <input checked="" type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE	<input checked="" type="checkbox"/> CAVEAT <input checked="" type="checkbox"/> WITHDRAWAL OF CAVEAT
ADDITIONAL INSTRUCTIONS				

CLIENT AUTHORISATION AND SIGNING	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
	<p>I CERTIFY that:</p> <p>(a) I am the Client or Client Agent; and</p> <p>(b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and</p> <p>(c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client.</p> <p>I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent 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:</p> <p>(a) sign documents on my behalf as required for the Conveyancing Transaction(s); and</p> <p>(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and</p> <p>(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and</p> <p>(d) do anything else necessary to complete the Conveyancing Transaction(s).</p>	<p><i>David Smith</i> DATE 16/3/21</p> <p>CLIENT/CLIENT AGENT NAME: DAVID SMITH</p> <p>CAPACITY: DIRECTOR OF ABC BANK PTY LTD</p> <p>If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)</p> <p>NAME: DATE:</p>

REPRESENTATIVE DETAILS AND SIGNING	REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)
	NAME	Lamb Lawyers
ACN/ARBN	101 469 147	
ADDRESS	1/100 QUEEN STREET, BRISBANE	
<p>I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.</p> <p>SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:</p>		
	<p><i>Lawrence Lawyer</i> DATE 16/3/21</p> <p>SIGNATORY NAME: LAWRENCE LAWYER</p> <p>CAPACITY:</p>	<p>DATE / /</p> <p>SIGNATORY NAME:</p> <p>CAPACITY:</p>

Terms of this Client Authorisation

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

- 4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

- 4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.
- 4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

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 Consular Office Witness means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

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).

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.

Compliance Examination has the meaning given to it in the ECNL.

Conveyancing Transaction 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.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative to act as the agent of the Representative or mortgagee, 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 and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

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.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

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 appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

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.

Subscriber has the meaning given to it in the ECNL.

EXAMPLE OF A CLIENT AUTHORISATION

Batch Authority, Representative signs.

Terms of this Client Authorisation

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
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- (d) do anything else necessary to complete the Conveyancing Transaction(s).

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- (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.

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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.

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- (a) the Duty Authority;
- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

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- 4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

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

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Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative to act as the agent of the Representative or mortgagee, 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.

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

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

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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.

Subscriber has the meaning given to it in the ECNL.

Attachment

[Set out the details of the Conveyancing Transactions contemplated by the batch Client Authorisation]

Transfer of:

Lot 1 Plan 1569

Lot 2 Plan 1569

Lot 3 Plan 1569

Lot 4 Plan 1569

Lot 5 Plan 1569

Lot 6 Plan 1569

Lot 7 Plan 1569

Lot 8 Plan 1569

Lot 9 Plan 1569

Lot 10 Plan 1569

Caveat over:

Lot 4 Plan 1569

Lot 5 Plan 1569

EXAMPLE OF A CLIENT AUTHORISATION

Specific Authority, Representative Agent signs.

Terms of this Client Authorisation

1. What is Authorised

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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.

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- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

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Subscriber has the meaning given to it in the ECNL.

EXAMPLE OF A CLIENT AUTHORISATION

Specific Authority, witnessed by an Identity Agent overseas who is not a Representative Agent.

CLIENT AUTHORISATION

Version 6

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: **BLOGGS-16-4-15 [SPECIFIC AUTHORITY, WITNESSED OVERSEAS]**

CLIENT DETAILS	CLIENT 1		CLIENT 2	
	NAME	FREDERICK BLOGGS	FREDA BLOGGS	
	ACN/ARBN			
	ADDRESS	11/53 ALBERT ST, BRISBANE	11/53 ALBERT ST, BRISBANE	

TRANSACTION DETAILS	AUTHORITY TYPE	<input checked="" type="checkbox"/> SPECIFIC AUTHORITY (set out conveyancing transaction details below)	<input type="checkbox"/> STANDING AUTHORITY ends on revocation or expiration date: ___/___/___ (tick relevant conveyancing transaction(s) below)	<input type="checkbox"/> BATCH AUTHORITY (attach details of conveyancing transaction(s))
	PROPERTY ADDRESS	CONVEYANCING TRANSACTION(S) 1 11/53 ALBERT ST, BRISBANE		CONVEYANCING TRANSACTION(S) 2 10/100 QUEEN ST, BRISBANE
	LAND TITLE REFERENCE(S) (and/or property description)	71011681 LOT 1 ON RP 1569		
	CONVEYANCING TRANSACTION(S)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER (set out below or attach details)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY NOTICE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAWAL OF CAVEAT <input type="checkbox"/> OTHER (set out below or attach details)	
ADDITIONAL INSTRUCTIONS	SALE OF THIS PROPERTY		PURCHASE OF THIS PROPERTY	

CLIENT AUTHORISATION AND SIGNING	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
	<p>I CERTIFY that:</p> <p>(a) I am the Client or Client Agent; and</p> <p>(b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and</p> <p>(c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client.</p> <p>I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent 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:</p> <p>(a) sign documents on my behalf as required for the Conveyancing Transaction(s); and</p> <p>(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and</p> <p>(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and</p> <p>(d) do anything else necessary to complete the Conveyancing Transaction(s).</p>	<p><i>Frederick Bloggs</i> DATE 16/4/15</p> <p>CLIENT/CLIENT AGENT NAME: FREDERICK BLOGGS</p> <p>CAPACITY:</p> <p>If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent) NAME: SUSAN JOHNSON DATE: 27/5/15</p>

REPRESENTATIVE DETAILS AND SIGNING	REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)	
	NAME	Lamb Lawyers	
	ACN/ARBN	101 469 147	
	ADDRESS	1/100 QUEEN STREET, BRISBANE	
<p>I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.</p> <p>SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:</p>			
	<p><i>Lawrence Lawyer</i> DATE 16/4/15</p> <p>SIGNATORY NAME: LAWRENCE LAWYER</p> <p>CAPACITY:</p>	<p>DATE / /</p> <p>SIGNATORY NAME:</p> <p>CAPACITY:</p>	

Terms of this Client Authorisation

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Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
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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.

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- (d) the Registrar;
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- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

- 4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.
- 4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

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