

**Model Participation Rules (MPR) Consultation Draft 8.01 – Explanatory Notes**

This table outlines the key proposed amendments in Consultation Draft 8.01 of the MOR published in May 2026.

**IMPORTANT NOTE:**

ARNECC has released Consultation Draft 8.01 of the MPR to obtain stakeholder feedback as early as possible in the drafting process. This decision will provide ARNECC with time to review and take on board stakeholder feedback prior to the anticipated start date for Version 8 of the MPR in October 2026.

ARNECC welcomes stakeholder feedback on the Consultation Draft 8.01 of the MPR.

Capitalised terms have the meanings given to them in the Electronic Conveyancing National Law and MPR.

#	Rule/paragraph	Amendments	Explanatory Notes
<b>MPR 2 – Definitions and interpretation</b>			
1	2.1.2	Adds new definition for ‘Administrator’.	The term administrator is used in Certification 1. This new definition clarifies that the type of administrator referred to is one appointed under relevant guardianship and administration legislation. It does not relate to legal personal representatives or administrators of companies.
	2.1.2	Amends the definition for Client.	This is a consequential amendment as all Clients must now enter into a Client Authorisation. Caveats and Priority Notices are no longer exceptions to the requirement for a Client Authorisation. See amendment to MPR 6.3.
	2.1.2	Adds new definition for ‘Cyber Security Framework’	The term is used in new MPR 7.11.
	2.1.2	Amends the definition for Identity Agent to exclude a Client’s in-house conveyancers or lawyers.	To avoid a potential conflict of interest whereby in-house conveyancers and lawyers verify the identity of their employer, who is the Client, on behalf of their employer’s Representative.
	2.1.2	Amends the definition for Jeopardised.	To improve the clarity of drafting for MPR 7.7. The current definition of Jeopardised relates to the Titles Register. However, use of the defined term in MPR 7.7 relates to Conveyancing Transactions. The definition has been amended to relate to Conveyancing Transactions.
	2.1.2	Adds new definition for ‘Land Registry System’.	The definition is the same as that used in the Model Operating Requirements. Added to MPR 7.1, Schedule 7’s Suspension Events, Termination Events and Suspension and Termination Procedure.
	2.1.2	Adds new definition for ‘Partial Suspension’.	To confirm the ability for a Registrar to partially suspend a Subscriber. Used in MPR 9.2 and Schedule 7’s Suspension and Termination Procedure. An example would be when the Registrar only permits a Subscriber to lodge particular types of Registry Instrument and other

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			electronic Document e.g. caveats and withdrawals of caveat.
	2.1.2	Amends the definition for Personal Information' to include any State or Territory legislation.	To account for slight variations in definitions in the application legislation. For example, see section 3 of the <i>Privacy and Data Protection Act 2014</i> (Vic ).
	2.1.2	Amends the definition of Suspension Event to include Partial Suspension.	To confirm that a Suspension Event includes a ground pursuant to which a Subscriber may be Partially Suspended. See amendments to MPR 9.2 and Schedule 7.
<b>MPR 3 – Compliance with Participation Rules</b>			
	3	Amended to refer to the Registrar.	Adopts gender neutral drafting.
<b>MPR 4 – Eligibility Criteria</b>			
	4.3.1	Amended to clarify the Insolvency Event requirement.	To clarify that it must have been 5 years since an Insolvency Event ended. Affects Subscribers and a Subscriber's principals and Officers.
	4.3.1	Amended to include suspension or termination from an electronic Lodgment service.	To clarify that a suspension or termination from an electronic Lodgment service affects eligibility. Affects Subscribers and a Subscriber's principals and Officers.
<b>MPR 6 – General Obligations</b>			
	6.2	Amends order of wording only.	To provide clarity of drafting.
	6.3	Amended to remove the exception for Caveats and Priority Notices.	Every Registry Instrument or other electronic Document will now require a Client Authorisation. Technological advances mean that obtaining an urgent Client Authorisation for a Caveat or Priority Notice is now possible. Removing the exceptions create efficiencies for both Subscribers and Land Registries, as all Registry Instruments or other electronic Documents are treated in the same way.
	6.3	Amended to add that a Client Authorisation is required when the Subscriber signs on behalf of its Client.	To clarify that a Client Authorisation is not required when a Subscriber Digitally Signs a Document on its own behalf. This covers the situation when the Subscriber acts on its own behalf or when the Document is one signed by the Representative in their own right, for example, a Victorian Administrative Notice.
	6.4	Amended to include right to deal requirements for Subscribers who act on their own behalf	To ensure that all transacting parties are legal entities and have the right to enter into a Conveyancing Transaction.

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	6.5.4	Amended to clarify how the two-year exemption for a previous verification of identity is linked to the verification of identity scenarios in MPR 6.5.1.	<p>To provide clarity of drafting so that a Subscriber can be sure when the two-year exemption applies. For mortgagors:</p> <p>For example, a new verification of identity is not needed if a mortgagee verified the identity of a mortgagor on 1 Jan 2021, the mortgage granted by the mortgagor was executed on 1 Oct 2022 and the mortgage that was digitally signed by the mortgagee or its Representative was submitted for lodgment 2 October 2022.</p> <p>However, a further verification of identity would be needed if a mortgagee verified the identity of a mortgagor on 1 Jan 2021, the mortgage granted by the mortgagor was executed on 1 Oct 2022 and the mortgage that was digitally signed by the mortgagee or its Representative was not submitted for lodgment until 15 Jan 2023.</p>
	6.5.5	Amended to make it clear that an Identity Agent must be directed to use the Verification of Identity Standard.	To provide clarity of drafting as to the difference between an Identity Agent and other agency arrangements.
	6.7	Amended to include Prescribed Requirements.	To align with Certification 4, the Correctness Certification, which includes Prescribed Requirements.
	6.8	Amended to clarify that directions will be written.	To clarify that all directions will be given in writing.
	6.11	Amended to require a Subscriber to Promptly advise the Registrar when they become aware that information given to the Registrar is incorrect, incomplete, false or misleading and remediate any reliance on that information.	The prohibition of false and misleading information was included to align with similar requirements in other regimes, for example, the Australian Consumer Law.
<b>MPR 7 – Obligations Regarding System Security and Integrity</b>			
	7.1	Amended to include the 'Land Registry System' and the 'Titles Register'.	The integrity of the Land Registry systems that accept and process Registry Instruments and other electronic Documents and the Titles Register are of equal importance to the security of an ELN for the eConveyancing ecosystem and the economy as a whole.
	7.1(d)	New requirement that Subscribers implement multi-factor authentication in certain circumstances.	Amendment following security expert recommendation to ARNECC. This change will assist in reducing the risk of account compromise by requiring Subscribers to implement MFA for their email, remote access and administrative accounts.

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	7.2.1	Amended so that all training is to be completed.	To provide clarity of drafting.
	7.2.1	Amended (a) and (b) so that (a) relates to use of the ELN and (b) and (c) relate to cyber security.	To provide clarity of drafting.
	7.2.1	Amended to include an obligation that Subscribers take reasonable steps to ensure its Users comply with the Participation Rules.	It is very important that all Users understand, and comply with, the obligations on Users and Subscribers in the Participation Rules.
	7.2.3	Amended to clarify the Insolvency Event requirement.	To clarify that it must have been 5 years since an Insolvency Event ended.
	7.2.3(b)	New requirement for a User being given access to an ELN to have police background check.	Amendment following security expert recommendation to ARNECC. To provide assurance of character of all Users of the ELN to try and reduce the likelihood of a malicious insider attack from a Subscriber User.
	7.7	Amended to clarify that the obligation relates to Conveyancing Transactions.	To provide clarity of drafting.
	7.8	Amended to clarify that a Subscriber is required to revoke access to and use of an ELN whenever any Person is no longer authorised to have access.	To provide clarity of drafting.
	7.10	Amended to clarify the obligations of a person giving certifications, so that they take reasonable steps to ensure that any certification is correct, complete and not false or misleading.	To be explicit in the Participation Rules obligations on Subscribers and their Signers to only provide certifications they consider can be validly given.
	7.11	New requirement for Subscribers to take reasonable steps to ensure secure use of specified systems, with 'safe harbour' deemed compliance for those Subscribers who are certified as compliant with one of the specified Cyber Security Frameworks as defined.	Amendment following security expert recommendation to ARNECC. This change introduces standardised minimum cyber security requirements that Subscribers must implement.
<b>MPR 9 – Restriction, Suspension and Termination</b>			
	9.1, 9.2 & 9.3	Amended to clarify that directions will be written.	To clarify that all directions will be given in writing.
	9.2	Amended to clarify that a Subscriber may be suspended from the whole of the ELN or 'Partially Suspended'.	To confirm the ability for a Registrar to partially suspend a Subscriber. An example would be when the Registrar only permits a Subscriber to lodge particular types of Registry Instrument and other electronic Document eg caveats and withdrawals of caveat.
	9.4	Amended to use the defined term of Person.	To avoid any confusion with the defined term Party.

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<b>MPR 10 – Compliance</b>			
		Amended to refer to the Registrar.	Adopts gender neutral drafting.
<b>Schedule 1 – Additional Participation Rules</b>			
		Amended to include Northern Territory from the exception.	To clarify that Participation Rule 6.5.1(c) is not relevant to the Northern Territory.
<b>Schedule 2 – Amendment to Participation Rules</b>			
	1.1	Amended to include a minimum period for consultation of 20 Business Days	To provide transparency and a commitment to a minimum consultation period (unless an amendment is required by law or an emergency event under paragraph 2).
	1.2	Adds new commitment to provide reasons for proposed amendments.	To provide transparency and a commitment to provide Explanatory Notes such as these.
	2	Amended to clarify how amendments without prior consultation can occur.	To provide clarity of drafting.
<b>Schedule 3 – Certification Rules</b>			
	Certification 1	Amended to use the new definition of ‘Administrator’.	To provide clarity as to when the term can be used.
<b>Schedule 4 – Client Authorisation</b>			
	Clause 5	Amended to change ‘Property’ to ‘property’.	‘Property’ is not a defined term.
	Clause 6	Amends the definition of Personal Information to include any State or Territory legislation.	To account for slight variations in definitions in the application legislation. For example, see section 3 of the <i>Privacy and Data Protection Act 2014</i> (Vic).
	Clause 6	Amends the definition of Representative Agent to exclude the Client’s in-house conveyancers and lawyers.	To avoid a potential conflict of interest whereby in-house conveyancers and lawyers act for their employer and on behalf of the Representative of their employer, who is the Client.
<b>Schedule 5 – Compliance Examination Procedure</b>			
	1.2	Amended to clarify that the Registrar can request either an original Document or a copy of it.	To provide clarity of drafting.

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	2, 3 & 4	Amended to clarify that these paragraphs only relate to any original Documents produced.	To provide clarity of drafting.
	4	Amended to clarify that an original Document will be returned to the Subscriber who produced it.	In the rare case that an original Document is produced, it will be returned to the Subscriber who produced it (unless the exception in paragraph 3.2 applies). The Subscriber is best placed to assess who is then entitled to it.
	5	Amended to include indirect costs.	If a Subscriber is in material breach of the Participation Rules, it should be responsible for all reasonable fees and Costs of the Registrar or the Registrar’s delegate.
<b>Schedule 6 - Insurance Rules</b>			
	1.1, 1.2 & 1.3	Amended to increase minimum insured amount for professional indemnity insurance and fidelity insurance from \$1,500,000 to \$2,000,000.	Amendment following insurance expert recommendation to ARNECC. To provide minimal disruption to Subscribers the increased minimum insured amount is to take effect from 1 July 2027.
	1.1, 1.2 & 1.3	Adds a new requirement for coverage for claims arising from dishonest, fraudulent, criminal or malicious acts or omissions by Subscribers or their principals, Officers or employees.	Amendment following insurance expert recommendation to ARNECC. This may be covered under professional indemnity and/or fidelity insurance.
	1.5	Adds a new requirement for coverage that covers cyber security.	Amendment following insurance expert recommendation to ARNECC. Subscribers will be required to obtain insurance, either as a standalone policy or as part of their professional indemnity and/or fidelity insurance, which covers third party claims arising from cyber incidents and first party ‘enterprise risks’ of incident response, business interruption, data recovery and system recovery.
	1.6	Adds a new requirement for Subscribers to generally maintain appropriate levels of insurance.	Amendment following insurance expert recommendation to ARNECC. Subscribers are required to maintain any additional insurance(s) reasonably necessary to ensure they are appropriately and adequately covered for risks associated with operating as a Subscriber.
	2.1 & 2.2	Adds a new requirement for coverage for claims arising from dishonest, fraudulent, criminal or malicious acts or omissions by Identity Agents or their principals, Officers or employees.	Amendment following insurance expert recommendation to ARNECC. This may be covered under professional indemnity and/or fidelity insurance.
	2.5	Adds a new requirement for coverage that covers cyber security.	Amendment following insurance expert recommendation to ARNECC. Identity Agents will be required to obtain insurance, either as a standalone policy or as part of their professional indemnity and/or fidelity insurance, which covers third party claims arising from cyber incidents

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			and first party 'enterprise risks' of incident response, business interruption, data recovery and system recovery.
2.6		Adds a new requirement for Identity Agents to generally maintain appropriate levels of insurance.	Amendment following insurance expert recommendation to ARNECC. Identity Agents are required to maintain any additional insurance(s) reasonably necessary to ensure they are appropriately and adequately covered for risks associated with operating as an Identity Agent.
4		Amended to confirm that cyber security insurance coverage is not deemed compliant under this provision.	Subscribers and Identity Agents cannot rely on professional indemnity insurance or fidelity insurance as deemed compliance with Insurance Rule 1.5 or 2.5. This does not prevent the Subscriber or Identity Agent from complying with Insurance Rule 1.5 or 2.5 through professional indemnity insurance or fidelity insurance, so long as the policy meets the minimum coverage required for first and third party cyber security.
<b>Schedule 7 – Suspension Events, Termination Events and Suspension and Termination Procedure</b>			
	Suspension Event 1(a)(iv), Termination Event 2(a)(iv), 3.2 and 3.4	Amended to include the 'Land Registry System' and the 'Titles Register'.	The integrity of the Land Registry systems that accept and process Registry Instruments and other electronic Documents and the Titles Register are of equal importance to the security of an ELN for the eConveyancing ecosystem and the economy as a whole.
	Suspension Event 1(d)	Amended to include the furnishing of information.	To align with the Compliance Examination Procedure.
	3.1, 3.2, 3.3, 3.4 & 3.5	Amended to cater for a 'Partial Suspension'.	To clarify that if the Registrar partially suspends a Subscriber, the suspension notice must set out which part of the ELN or features of the ELN the Subscriber is suspended from accessing or using. An example would be when the Registrar only permits a Subscriber to lodge particular types of Registry Instrument and other electronic Document eg caveats and withdrawals of caveat.
<b>Schedule 8 - Verification of Identity Standard</b>			
	1	Amends the definition of Officer to set out the full name of the Corporations Act.	Corporations Act is not defined in the Verification of Identity Standard. It is only defined in the body of the MPRs. As it is only used in the definition of Officer, a new definition of 'Corporations Act' was not deemed necessary.
	1	Amended to include a definition of 'Statutory Body'.	Statutory Body is a term used in the definition of Officer in the Verification of Identity Standard and has therefore been included. The definition is the same as that in MPR 2.1.2.

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	2	Amended to refer to the Person.	Adopts gender neutral drafting.
<b>Schedule 9 – Identity Agent Certification</b>			
		Amended to include mortgagees.	Both mortgagees and Subscribers can use Identity Agents.