

# 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: \_\_\_\_\_

<b>CLIENT DETAILS</b>	<b>CLIENT 1</b>	<b>CLIENT 2</b>	
	NAME	_____	_____
	ACN/ARBN	_____	_____
	ADDRESS	_____	_____

<b>TRANSACTION DETAILS</b>	AUTHORITY TYPE	<input type="checkbox"/> SPECIFIC AUTHORITY <small>(set out conveyancing transaction details below)</small>	<input type="checkbox"/> STANDING AUTHORITY <small>ends on revocation or expiration date: __/__/__ (tick relevant conveyancing transaction(s) below)</small>	<input type="checkbox"/> BATCH AUTHORITY <small>(attach details of conveyancing transaction(s))</small>
		<b>CONVEYANCING TRANSACTION(S) 1</b>	<b>CONVEYANCING TRANSACTION(S) 2</b>	
	PROPERTY ADDRESS	_____	_____	
	LAND TITLE REFERENCE(S) <small>(and/or property description)</small>	_____	_____	
	CONVEYANCING TRANSACTION(S)	<input 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 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	_____	_____		

<b>CLIENT AUTHORISATION AND SIGNING</b>	<b>CLIENT 1 / CLIENT AGENT 1</b>	<b>CLIENT 2 / CLIENT AGENT 2</b>			
	<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>				
	DATE / /	DATE / /			
	CLIENT/CLIENT AGENT NAME	CLIENT/CLIENT AGENT NAME			
	CAPACITY	CAPACITY			
<p>If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)</p> <table border="0"> <tr> <td>NAME</td> <td>DATE</td> <td>NAME</td> <td>DATE</td> </tr> </table>		NAME	DATE	NAME	DATE
NAME	DATE	NAME	DATE		

<b>REPRESENTATIVE DETAILS AND SIGNING</b>	<b>REPRESENTATIVE</b>	<b>REPRESENTATIVE AGENT (if applicable)</b>	
	NAME	_____	_____
	ACN/ARBN	_____	_____
	ADDRESS	_____	_____
	<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>		
DATE / /	DATE / /	DATE / /	
SIGNATORY NAME:	SIGNATORY NAME:	SIGNATORY NAME:	
CAPACITY:	CAPACITY:	CAPACITY:	

## **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.