

CLIENT AUTHORISATION

When this form is signed, the Subscriber is authorised to act for the Client in a Conveyancing Transaction or Conveyancing Transactions.

Subscriber Reference: _____

CLIENT DETAILS	CLIENT 1	CLIENT 2
	NAME _____	_____
	ACN/ARBN _____	_____
ADDRESS _____	_____	_____

TRANSACTION DETAILS	AUTHORITY TYPE	<input checked="" type="checkbox"/> SPECIFIC AUTHORITY <small>(details of transactions to be provided below)</small>	<input type="checkbox"/> STANDING AUTHORITY <small>AUTHORITY EXPIRATION DATE: ___/___/___ or on revocation. (details to be attached when available)</small>	<input type="checkbox"/> BATCH AUTHORITY <small>(details to be attached)</small>
		CONVEYANCING TRANSACTION(S) 1	CONVEYANCING TRANSACTION(S) 2	
	PROPERTY ADDRESS _____	_____	_____	
	LAND TITLE REFERENCE(S) <small>(and/or property description)</small>	_____	_____	
TRANSACTION TYPE(S)	<input checked="" type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY/ SETTLEMENT NOTICE <input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAW CAVEAT <input type="checkbox"/> OTHER	<input type="checkbox"/> TRANSFER <input type="checkbox"/> MORTGAGE <input type="checkbox"/> CAVEAT <input type="checkbox"/> PRIORITY/ SETTLEMENT NOTICE <input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE <input type="checkbox"/> WITHDRAW CAVEAT <input type="checkbox"/> OTHER		
SPECIAL 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 Subscriber 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 Subscriber 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 Type; and</p> <p>(b) submit or authorise submission of Documents for Lodgement 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>_____</p> <p>CAPACITY: _____ DATE / / _____</p> <p>PRINT NAME: _____</p>	<p>_____</p> <p>CAPACITY: _____ DATE / / _____</p> <p>PRINT NAME: _____</p>

SUBSCRIBER DETAILS AND SIGNING	SUBSCRIBER	SUBSCRIBER AGENT (if used)
	NAME _____	_____
	ABN/ACN/ARBN _____	_____
ADDRESS _____	_____	_____
	<p>I 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>_____</p> <p>DATE / / _____</p> <p>PRINT NAME: _____</p>	<p>_____</p> <p>DATE / / _____</p> <p>PRINT NAME: _____</p>

Terms of this Client Authorisation

1. What is Authorised

The Client authorises the Subscriber 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 Type; and
- (b) submit or authorise submission of Documents for Lodgement 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 Subscriber signs on the Client's behalf in accordance with this Client Authorisation.

2. Mortgagees

Where:

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

the Client indemnifies the Subscriber 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 Subscriber giving notice in writing to the other that they wish to end this Client Authorisation.

4. Privacy and Client Information

The Client consents to the Subscriber disclosing to the Duty Authority, the ELNO, the Land Registry and the Registrar any information relating to the Client that is required to complete a Conveyancing Transaction, including the Client's Personal Information.

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 Subscriber 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 for the Jurisdiction.

Batch Authority means an authority for the Subscriber to act for the Client in a batch of Conveyancing Transactions described in a schedule attached to this Client Authorisation.

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

Caveat means a Document under the Land Titles Legislation giving notice of a purported claim to an interest in land that may have the effect of an injunction to stop the registration of a Registry Instrument in the Titles Register.

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

Client Agent means a Person authorised by a Client to act as the Client's agent but does not include the Subscriber acting solely as the Client's Representative.

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

Discharge /Release of Mortgage means a Registry Instrument 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.

Jurisdiction has the meaning given to it in the ECNL.

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

Land Titles Legislation has the meaning given to it in the ECNL.

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

Licensed Conveyancer means a Person licensed or registered under the relevant legislation of the Jurisdiction and includes a real estate settlement agent for the purposes of the Settlement Agents Act 1981 (WA).

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

Participation Rules 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 Subscribers are required to comply with.

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 means a Subscriber who acts on behalf of a Client.

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

Special Instructions means any instructions by the Client to the Subscriber not specifically provided for in this Client Authorisation.

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

Standing Authority means an authority for the Subscriber to act for the Client for a period of time set out in the Special Instructions of this Agreement.

Subscriber is the Person named in this Agreement and has the meaning given to it in the ECNL or for a paper Conveyancing Transaction is an Australian Legal Practitioner or a Licensed Conveyancer.

Subscriber Agent means a Person authorised by a Subscriber to act as the Subscriber's agent.

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

Withdrawal of Caveat means a Document under the Land Titles Legislation which removes a Caveat.