



# Victoria Government Gazette

No. S 280 Monday 20 October 2008  
By Authority, Victorian Government Printer

## Transfer of Land Act 1958 (Vic)

### ELECTRONIC CONVEYANCING REGISTRAR'S REQUIREMENTS – RELEASE 3

The Registrar revokes the Electronic Conveyancing – Registrar's Requirements – Release 2 gazetted in the Victorian Government Gazette No. S 285 and dated 8 November 2007.

Definitions are set out in 10 of these Requirements.

Unless otherwise indicated section numbers refer to sections of the **Transfer of Land Act 1958**.

CONTENTS	
Requirements	Transfer of Land Act Section under which requirements are determined
1 Access and Subscriber requirements	s44B and s44C
2 Subscribers - insurance requirements	s44B
3 Identification requirements and representation agreements	s27AB and s44B
4 Security Items and execution of electronic instruments	s44A
5 Certifications	s44K
6 Electronic Certificates of Title (eCTs)	s44B
7 Information required to support registration	s44A
8 Retention of supporting documents	s44B
9 Prohibitions	s44B
10 Definitions	
Schedule 1 Representation Agreement: Specific Authority	
Schedule 2 Representation Agreement: Standing Authority	
Schedule 3 Identification certificate	
Schedule 4 EC System Subscriber Security Policy	
Schedule 5 EC System Users Security Policy	
Schedule 6 Verification of Individual's Identity	
Schedule 7 Verification of Company's / Incorporated Association's Identity	

CHRIS McRAE  
Registrar of Titles

**SPECIAL**

**1. Access and Subscriber requirements****1.1 Determinations regarding eligible persons and access rights**

The Registrar has made the following determinations under s44B and s44C(2).

**1.2 Eligible persons**

For the purposes of s44C(2)(c) an 'eligible person' includes any person who:

- (a) has a current VOTS customer code; and
- (b) is in compliance with the insurance requirements specified in Requirement 2; and
- (c) has an ABN.

**1.3 Conditions of access**

The Registrar has determined under s44B that an Eligible Person may access the EC System at any time only if, at that time, they:

- (a) are registered as a Subscriber; and
- (b) have a current VOTS customer code; and
- (c) are in compliance with the insurance requirements specified in Requirement 2; and
- (d) have an ABN.

**1.4 Application for registration as a Subscriber**

On receiving an application for registration as a Subscriber in accordance with the EC System Rules, the Registrar may determine whether or not to register the applicant as a Subscriber.

If the Registrar notifies an applicant that an initial review of their application indicates that the person may not fulfil the conditions set out in Requirement 1.3 (other than Requirement 1.3(a)), the applicant has 28 Business Days after the applicant receives the notice to provide further information or otherwise take steps to address the reasons stated in the notice.

After considering any further information or steps taken by the applicant, the Registrar may determine whether or not to register the applicant as a Subscriber.

**1.5 Subscriber's obligations**

A Subscriber must:

- (a) comply with all applicable laws; and
- (b) provide reasonable assistance to the Registrar and each other Subscriber to comply with applicable laws (including making reasonable efforts to provide information about funds transfers relating to Transactions that other Subscribers or the Registrar may require for the purpose of complying with applicable laws); and
- (c) comply with any direction given by the Registrar under these Requirements or the EC System Rules; and
- (d) obtain and maintain adequate equipment to access and communicate reliably with the EC System; and
- (e) ensure that all information in an Electronic Document (including information regarding the amount of any Payment and the account to which a Payment is to be credited) that the Subscriber Signs is correct, complete and not false or misleading and is consistent with any Representation Agreement signed in connection with the Electronic Document; and
- (f) notify the Registrar if any representation or warranty made, or taken to be made, by or for the Subscriber in connection with the EC System is found to have been incorrect, incomplete, false or misleading when made or taken to be made; and
- (g) access or join any ELF only for a purpose permitted under these Requirements and the EC System Rules and take reasonable steps to ensure they provide an ELF PIN for an ELF only to Subscribers who have a legitimate reason to access the ELF; and

- (h) take reasonable steps to ensure that information provided by any other Subscriber or by the Registrar that is not publicly available is protected from unauthorised use, reproduction or disclosure by any person; and
- (i) maintain sufficient funds in any account to be used for direct debiting by the Registrar of any amounts relating to the EC System to enable all amounts to be debited on request; and
- (j) if they are a Payment Provider:
  - (i) do all things reasonably necessary to ensure that any payment in connection with a Transaction that they are aware has been made in error is reversed; and
  - (ii) give such reasonable assistance as requested by any other Subscriber or the Registrar to rectify any payment in connection with a Transaction that has not been validly or correctly effected; and
  - (iii) comply with the FSM Rules.

### 1.6 Suspension Events

A Subscriber's registration may be suspended by the Registrar at any time in accordance with the EC System Rules, if, at that time:

- (a) the Registrar reasonably:
  - (i) considers that the Subscriber is in material breach of any of the Subscriber's obligations under these Requirements or the EC System Rules; or
  - (ii) considers that a representation or warranty made or taken to be made by the Subscriber in connection with these Requirements or the EC System Rules which the Registrar considers to be material proves to have been incorrect, incomplete, false or misleading when made or taken to be made; or
  - (iii) suspects that the Subscriber has or may have acted fraudulently or negligently; or
- (b) the Subscriber's payment of any amount in connection with the EC System is dishonoured and the Subscriber fails to remedy the non-payment promptly.

The suspension takes effect at a time and date, and is to continue for the period, specified by the Registrar.

A Subscriber's suspended registration may be reinstated at any time if the Registrar determines that the Subscriber's access to the EC System does not pose a threat to the operation, security, integrity or stability of the EC System.

### 1.7 Termination Events

A Subscriber's registration may be terminated by the Registrar at any time in accordance with the EC System Rules, if, at that time:

- (a) the Registrar reasonably:
  - (i) considers that the Subscriber is in material breach of any of the Subscriber's obligations under these Requirements or the EC System Rules; or
  - (ii) considers that a representation or warranty made or taken to be made by the Subscriber in connection with these Requirements or the EC System Rules which the Registrar considers to be material proves to have been incorrect, incomplete, false or misleading when made or taken to be made; or
  - (iii) believes that the Subscriber has or may have acted fraudulently or negligently; or
  - (iv) considers that the Subscriber poses a threat to the operation, security, integrity or stability of the EC System, or has otherwise engaged in conduct contrary to the interests of other Subscribers or the Registrar; or

- (b) the Subscriber fails to produce documents within a time specified in a request from the Registrar; or
- (c) the Subscriber fails to comply with a written direction of the Registrar given to the Subscriber or to a class of Subscribers to which the Subscriber belongs; or
- (d) the Subscriber's payment of any amount in connection with the EC System is dishonoured and the Subscriber fails to remedy the non-payment within a reasonable period of time.

The termination takes effect at a time and date specified by the Registrar.

A Subscriber's terminated registration may be reinstated at any time if the Registrar determines that the Subscriber's access to the EC System does not pose a threat to the operation, security, integrity or stability of the EC System.

## **2. Subscribers – insurance requirements**

### **2.1 Subscribers require professional indemnity and fidelity insurance**

The Registrar has determined under s44B(2)(c) that Subscribers must maintain professional indemnity and fidelity insurance in accordance with this Requirement 2.

### **2.2 Subscribers not requiring any insurance**

Despite Requirement 2.1, the following persons need not take out any insurance in order, at any time, to become or remain a Subscriber:

- (a) a person who, at that time, is an ADI in compliance with all prudential requirements of, and guidelines issued by APRA; or
- (b) a person who, at that time, is operating an Exchange Settlement Account in compliance with all prudential and liquidity requirements of RBA.

### **2.3 Subscribers not requiring additional insurance**

Despite Requirement 2.1:

- (a) a Law Practice who, at any time, is required to hold professional indemnity insurance under the Legal Profession Act, and holds such insurance, need not take out any additional insurance in order, at that time, to become or remain a Subscriber;
- (b) a Licensed Conveyancer who, at any time, is required to hold professional indemnity insurance under the Conveyancers Act, and holds such insurance, need not take out any additional insurance in order, at that time, to become or remain a Subscriber.

### **2.4 Professional indemnity insurance**

Each Subscriber, other than those referred to in Requirement 2.2 or 2.3, must maintain professional indemnity insurance:

- (a) with an Approved Insurer; and
- (b) for an insured amount of at least:
  - (i) \$1.5 million per claim (including defence costs); or
  - (ii) if the Subscriber has not, at any time during the then preceding 12 months, been and never becomes nor intends to be eCT Control of any eCT other than for the duration of Specific Transaction Periods, \$1 million per claim (including defence costs); and
- (c) having an excess per claim of no greater than \$5,000; and
- (d) which includes coverage for conveyancing transactions; and
- (e) which otherwise is on terms satisfactory to the Registrar.

### **2.5 Fidelity insurance**

- 2.5.1 Each Subscriber, other than those referred to in Requirement 2.2 or 2.3, must maintain fidelity insurance:

- (a) with an Approved Insurer; and
  - (b) subject to Requirement 2.5.2, for an insured amount of at least
    - (i) \$1.5 million per claim (including defence costs); or
    - (ii) if the Subscriber has not, at any time during the then preceding 12 months, been and never becomes nor intends to be eCT Control of any eCT other than for the duration of Specific Transaction Periods, \$50,000 per claim (including defence costs); and
  - (c) having an excess per claim of no greater than \$5,000; and
  - (d) which includes coverage for conveyancing transactions; and
  - (e) which otherwise is on terms satisfactory to the Registrar.
- 2.5.2 If a Subscriber is a Managed Mortgage Practitioner, the insured amount per claim (and the total amount of claims insured in any one year) of the insurance required under Requirement 2.4.1 must, in each case, be at least \$3 million of which \$1.5 million must relate to their activity as a Managed Mortgage Practitioner. However, the policy may provide that, to the extent that the cover relates to their activity as a Managed Mortgage Practitioner, it does not apply if a person who may have a claim against the Subscriber in connection with their activity as a Managed Mortgage Practitioner does not make a claim on the Subscriber within 6 months after the person becomes aware of the loss that may give rise to the claim.
- 2.5.3 A Subscriber may maintain fidelity insurance held through a mutual fund by paying a levy rather than an annual insurance premium. The insurance must otherwise comply with this Requirement 2.5.
- 2.6 Maintenance of insurance after ceasing as a Subscriber**
- A person who ceases to be a Subscriber must maintain, for at least three years after they cease being a Subscriber, any insurance they were required to maintain under Requirement 2.4 or 2.5. The insurance must be on the same terms as set out in Requirement 2.4 or 2.5, as the case may be, and cover claims that may be made against them in connection with any acts or omissions whilst they were a Subscriber.
- 2.7 Proof of insurance**
- 2.7.1 A Subscriber required to maintain insurance under this Requirement 2 and a Subscriber referred to in Requirement 2.3 must prove that their insurance is current. This may be satisfied by:
- (a) a notification to the Registrar; or
  - (b) producing a certificate of currency to the Registrar.
- 2.7.2 A notification is permissible if a Subscriber is a member of a:
- (a) mutual fund offering the required insurance; or
  - (b) professional body (membership of which requires the required insurance).
- 2.7.3 A satisfactory notification is provided if an entity referred to in Requirement 2.7.2:
- (a) provides evidence satisfactory to the Registrar that the Subscriber is:
    - (i) a member of the applicable mutual fund or professional body; and
    - (ii) covered for the required insurances; and
  - (b) agrees to notify the Registrar immediately the Subscriber ceases to be one of their members or is otherwise no longer covered for the required insurances.
- 2.7.4 If proof of insurance is not satisfied by a notification as referred to in Requirement 2.7.2 and 2.7.3, a Subscriber (or former Subscriber in the case of Requirement 2.7.5(d)) must provide the Registrar:
- (a) with certificates of currency, in a form acceptable to the Registrar, as specified in Requirement 2.7.5; and

- (b) before they become a Subscriber, with an agreement from them to maintain the required insurances for a period of three years after they cease being a Subscriber.
- 2.7.5 Certificates of currency must be provided:
- (a) as a condition precedent to becoming a Subscriber;
  - (b) at least 10 Business Days before an existing certificate of currency expires, for the next period of coverage;
  - (c) at least 10 Business Days before (but if that is not possible, before) a Subscriber ceases to be a Subscriber, for the first year after that cessation; and
  - (d) at least 10 Business Days before each of the first and second anniversaries of cessation as a Subscriber, for the next year after that anniversary.
- 2.7.6 If a former Subscriber fails to maintain the additional three years of insurance, the Registrar may arrange the insurance at the former Subscriber's cost. The Registrar may recover the cost of the insurance as a debt against the Subscriber or their estate.

### **3. Identification requirements and Representation Agreements**

#### **3.1 Authorised verifiers**

The Registrar has determined under s27AB that Subscribers may be verifiers.

#### **3.2 Who must be verified**

The Registrar has determined under s44B(2) that a Subscriber must verify the identity of:

- (a) the legal or natural person they intend to represent in an ELF (including, if they are a Controller of CT in an ELF, the identity of the registered proprietor or first mortgagee they represent in the ELF); and
- (b) if the Client is a legal person, the natural person or natural persons who sign the Representation Agreement on behalf of the legal person; and
- (c) if an attorney for the Client authorises the Subscriber to act on behalf of the Client, the identity of the attorney; and
- (d) if they are, or are representing a mortgagee in connection with the grant or discharge of a mortgage, the mortgagor.

#### **3.3 Identification requirements**

- (a) Subject to paragraph (b), the Registrar has determined under s44B(2) that a Subscriber must verify identity for the purpose of s27AB as follows:
  - (i) for a natural person, by the natural person rating at least 100 points in accordance with the form in Schedule 6 of these Requirements; or
  - (ii) for a company or an incorporated association, by obtaining the information set out in the form in Schedule 7 of these Requirements.
- (b) The Registrar has determined under s44B(2) that when a Subscriber is representing a legal or natural person solely for the purpose of the recording or withdrawal of a caveat they must verify the identity of that person for the purpose of s27AB, but need not do so in accordance with paragraph (a).

#### **3.4 Exceptions**

The Registrar has determined under s44B(2) that a Subscriber need not verify the identity of a person under Requirement 3.2 if:

- (a) they have represented the person continuously since before 15 June 1988 (being the commencement date of the FTRA); or
- (b) they:
  - (i) are or have been under an obligation previously to verify the person's identity in accordance with the FTRA or the AML/CTF Act; and

- (ii) are reasonably satisfied that complying with that obligation would be adequate to verify the person's identity for the purposes of a dealing relating to land; and
- (iii) have complied with that obligation; or

(c) the Subscriber intends to sign all Electronic Documents in an ELF in their own right.

If (a) or (b) applies, the Subscriber must record this fact in a copy of the form in Schedule 6 or 7 of these Requirements (whichever applies).

### **3.5 Third Party Verifier identifications**

The Registrar has determined under s44B(2) that a Subscriber may engage an ALP, a Licensed Conveyancer or another Subscriber (a 'Third Party Verifier') to conduct a verification required under Requirement 3.2. However, before the Subscriber certifies that they have verified identity on the basis of such a verification, they must receive direct from the Third Party Verifier:

- (a) the information collected by the Third Party Verifier in conducting the verification; and
- (b) the Representation Agreement signed in the presence of the Third Party Verifier following the verification; and
- (c) a certification in the form of Schedule 3 to these Requirements for each person identified.

### **3.6 Identifications outside Australia**

A Subscriber may request a notary public or an Australian consular official ('Offshore Verifier') to conduct a verification required under Requirement 3.2. However, before the Subscriber certifies that they have verified identity on the basis of such a verification, they must receive direct from the Offshore Verifier:

- (a) the information collected by the Offshore Verifier in conducting the verification; and
- (b) the Representation Agreement signed in the presence of the Offshore Verifier following the verification; and
- (c) a certification in the form of Schedule 3 to these Requirements for each person identified.

### **3.7 Mortgagee's representative may rely on mortgagee's identity verification of mortgagor**

The Registrar has determined under s44B(2) that a Subscriber representing a mortgagee may verify the identity of the mortgagor for the purposes of Requirement 3.2(d) by satisfying themselves that the mortgagee has verified the mortgagor's identity in accordance with this Requirement 3.

### **3.8 Representation Agreements**

- (a) Subject to paragraph (b), the Registrar has determined under section 44B(2)(a) that if a Subscriber accesses the EC System as an agent of a principal, the Subscriber must enter into a Representation Agreement with the principal before the Subscriber performs any act in the EC System on behalf of the principal. The Subscriber may act or omit to act in the EC System in connection with the principal's Transaction only in accordance with and pursuant to the authority granted to the Subscriber by the principal under the Representation Agreement applicable to the Transaction.
- (b) The requirement to enter into a Representation Agreement does not apply if a Subscriber accesses the EC System solely as an agent of a Caveator.

### **3.9 Execution of Representation Agreement following remote identifications**

If the identity of a person is verified under Requirement 3.5 or Requirement 3.6, the Subscriber must not sign the Representation Agreement until they receive it from the Agent or Offshore Verifier as required under Requirement 3.5 or 3.6.

**3.10 General**

Nothing in this Requirement is intended to limit or provide an exception (as the case may be) to other obligations the Subscriber has under:

- (a) these Requirements; or
- (b) law (such as duty of care under law relating to negligence).

**4. Security Items, execution of Electronic Instruments and system integrity****4.1 Determination**

The Registrar has determined under s44A and s44B that Subscribers must comply with the following requirements.

**4.2 PKI Certificate**

Electronic Documents to be lodged with the Registrar through the EC System must be executed digitally using a PKI Certificate.

An Eligible Person may not sign Electronic Instruments or Registrar's Instructions unless at that time they use a valid PKI Certificate and meet any other requirements relating to PKI set out in the EC System Rules and these Requirements.

**4.3 Form of PKI Certificate**

Generally, PKI Certificates must be stored on a hard token of a kind specifically and exclusively designed to store digital certificates.

Subscribers may apply in writing to the Registrar to be exempted from storing digital certificates on hard tokens.

**4.4 Verify identity and integrity**

Each Subscriber must:

- (a) take reasonable steps, before the Holder of a Child PKI Certificate of the Subscriber is allocated Signing Privileges for the Subscriber, to verify that the Recipient of the Child PKI Certificate was the Holder of the Child PKI Certificate when it was issued to them; and
- (b) take reasonable steps, before the Holder of a PKI Certificate (including a Child PKI Certificate) of the Subscriber is allocated Signing Privileges for the Subscriber, to ensure that the PKI Certificate has not been Compromised at any time before the Holder becomes a User.

A Subscriber is to be deemed to have taken reasonable steps for the purpose of Requirement 4.4(a) to verify that the Recipient of a Child PKI Certificate was in fact the Holder of the Child PKI Certificate when it was issued to them, if the Subscriber verifies their identity as if they were an individual whose identity must be verified under Requirement 3.

**4.5 Compliance**

Each Subscriber must:

- (a) obtain and maintain valid at least one PKI Certificate; and
- (b) provide a copy of the EC System Subscriber Security Policy to their Users with Administrative Privileges and each other person in their organisation with responsibility for the protection and security of their computer system and Security Items; and
- (c) provide a copy of the EC System Users Security Policy to each of their Users before they become Users; and
- (d) take reasonable steps to ensure that they and all their Users comply with the EC System Subscriber Security Policy and EC System Users Security Policy.



**4.6 General protection measures**

Each Subscriber must take reasonable steps to:

- (a) ensure that data supplied to the EC System is free from viruses, corruption and any other condition that may compromise the EC System or any data stored by, or passing into or out of, the EC System; and
- (b) prevent, trap, detect and remove any viruses, corruption and any other condition from its systems and data that may damage the EC System or any data stored by the EC System; and
- (c) establish and maintain appropriate measures to safeguard the EC System from unauthorised access; and
- (d) monitor, and take appropriate action after receiving, security alerts from the Registrar; and
- (e) ensure that they do not do or omit to do anything that is likely to have an adverse effect on the operation, security, integrity or stability of the EC System; and
- (f) ensure that they do not do or omit to do anything that is likely to impair the overall efficiency of the EC System.

**5. Certifications****5.1 Determinations**

The Registrar has determined under s44K that, where the EC System permits the relevant transaction:

- (a) Subscribers must certify the following matters in relation to Electronic Instruments; and
- (b) the certifications must be contained in the Registrar's Instructions in the ELF containing the Electronic Instruments.

**5.2 Discharge of mortgage**

The certifications required when a Subscriber is representing, or is, the mortgagee in a discharge of mortgage are as follows:

**Mortgagee's Certifications:**

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Mortgagee it represents signed by either the Mortgagee or the Mortgagee's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Mortgagee it represents and either the Subscriber or the Mortgagee it represents has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the corresponding Mortgagor.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf and has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Mortgagor.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

### 5.3 Transfer

The certifications required when a Subscriber is representing, or is, the transferor in a transfer of Land are as follows:

Transferor's Certifications:

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Transferor it represents signed by either the Transferor or the Transferor's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Transferor it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

The certifications required when a Subscriber is representing, or is, the transferee in a transfer of Land are as follows:

Transferee's Certifications:

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Transferee it represents signed by either the Transferee or the Transferee's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Transferee it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

#### 5.4 Mortgage

The certifications required when a Subscriber is, or is representing, the mortgagor entering into a mortgage are as follows:

Mortgagor's Certifications:

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Mortgagor it represents signed by either the Mortgagor or the Mortgagor's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Mortgagor it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

The certifications required when a Subscriber is, or is representing, the mortgagee entering into a mortgage are as follows:

Mortgagee's Certifications:

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Mortgagee it represents signed by either the Mortgagee or the Mortgagee's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the Registrar of Title's Identity Guidelines to verify the identity of the Mortgagee it represents and either the Subscriber or the Mortgagee it represents has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the corresponding Mortgagor.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf and has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Mortgagor.
4. The Subscriber certifies that the Subscriber holds a paper counterpart signed by the Mortgagor of the electronic Mortgage signed by the Mortgagee.
5. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

**5.5 Applications by surviving proprietors**

The certifications required when a Subscriber is representing, or is, a surviving proprietor are as follows:

**Applicant's Certifications:**

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Applicant it represents signed by either the Applicant or the Applicant's attorney acting under a power of attorney.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Applicant it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it is a party to this transaction and has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds either the death certificates (issued by the Registrar of Birth, Deaths and Marriages) of all deceased registered proprietors where survivorship is claimed in this transaction or certified copies of these death certificates.
5. The Subscriber certifies that, where a name on the death certificate (issued by the Registrar of Birth, Deaths and Marriages) for a deceased registered proprietor does not match the name shown on the folio of the Register for that person, the Subscriber holds sufficient evidence to reasonably satisfy the Subscriber that the deceased registered proprietor is the same person as the person shown in the death certificate.
6. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

**5.6 Caveats**

The certifications required when a Subscriber is representing, or is, a caveator are as follows:

**Caveator's Certifications:**

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is the agent of the Caveator.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has verified the identity of the Caveator it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

**5.7 Withdrawal of caveats**

The certifications required when a Subscriber is representing, or is, a caveator are as follows:

**Caveator's Certifications:**

1. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is the agent of the Caveator.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has verified the identity of the Caveator it represents.
3. The Subscriber certifies that, where the Subscriber is not representing another, it has signed all relevant instruments for this transaction in its own right and behalf.
4. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

**5.8 Controller of CT**

The certifications required when a Subscriber is representing, or is, a Controller of CT who will be a first mortgagee are as follows:

**First Mortgagee's Certifications:**

1. The Subscriber certifies that either itself or the person whom the Subscriber represents in this ELF is or will be the First Mortgagee, having control of the eCT or custody of the pCT, after registration of all the instruments in this ELF.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the First Mortgagee it represents signed by either the First Mortgagee or the First Mortgagee's attorney acting under a power of attorney.
3. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the First Mortgagee it represents.
4. The Subscriber certifies that, where the Subscriber is not representing another, that it is participating in this transaction and has signed the Registrar's Instructions in this transaction in its own right and behalf.
5. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

The certifications required when a Subscriber is representing, or is, a Controller of CT who will be the registered proprietor are as follows:

**Registered Proprietor's Certifications:**

1. The Subscriber certifies that either itself or the person whom the Subscriber represents in this ELF either is or will be the Registered Proprietor, having control of the eCT or custody of the pCT, after registration of all instruments in this ELF.
2. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber is a party to a Representation Agreement as required by the Registrar of Titles with the Registered Proprietor it represents signed by either the Registered Proprietor or the Registered Proprietor's attorney acting under a power of attorney.
3. The Subscriber certifies that, where the Subscriber is representing another, the Subscriber has complied with the relevant Registrar of Title's Identity Guidelines to verify the identity of the Registered Proprietor it represents.
4. The Subscriber certifies that, where the Subscriber is not representing another, it is participating in this transaction and has signed the Registrar's Instructions in this transaction in its own right and behalf.
5. The Subscriber certifies that the Subscriber holds all supporting documentation and evidence of the certifications given and that these will be retained for the period specified by the Registrar of Titles.

**6. Electronic Certificates of Title (eCTs)**

**6.1 Determinations**

The Registrar has made determinations under s44B in respect of Certificates of Title as set out in this Requirement 6.

**6.2 Conversion of pCT to eCT**

If an eCT does not exist for the Land the subject of a Transaction, the Subscriber in possession of the pCT for the Land must apply for the pCT to be converted into an eCT and then the pCT must be surrendered to the Registrar. The Subscriber making the application obtains eCT Control.

**6.3 Nominating eCTs to an ELF or paper dealing**

Only eCTs may be used in Transactions. Every eCT the subject of a Transaction must be nominated to the ELF for the Transaction. If an eCT is to be the subject of a paper transaction, it must be nominated to the paper transaction by the Subscriber who has eCT Control of the eCT.

**6.4 Form of Certificate of Title after Transaction**

Where an eCT is nominated to the Instrument(s) in an ELF or to paper Instrument(s), the Certificate of Title will remain as an eCT following registration of the Instrument(s), unless a pCT is requested. The person who will have eCT Control or be the pCT Issue Party on registration of the Instrument(s) must make the election as to the form of Certificate of Title. If the person making the election is acting as a representative, they must do so only after receiving specific instructions to that effect from their principal.

**6.5 Conversion of eCT into pCT**

Only the Subscriber who has eCT Control of an eCT can apply to the Registrar for the eCT to be converted into a pCT. The pCT is issued to the Subscriber using the name and address details as shown on the Registrar's computer system. The Subscriber must deliver the pCT to the person entitled to it.

**6.6 Change of eCT Control**

A change in the Subscriber with eCT Control of an eCT cannot occur without the registration of an Instrument disposing of an interest in the Land the subject of the eCT.

**7. Information required to support registration****7.1 Determination**

The Registrar has determined under s44A that Subscribers must supply the information set out in this Requirement 7 in relation to Electronic Instruments.

**7.2 Justifications (name differences)**

If the name entered as the 'Party Dealing' in an ELF is not the same as that of the registered proprietor, the Subscriber must indicate in the ELF the appropriate justification from Table One.

If indicated with a 'Yes' in Table One, the Responsible Subscriber must provide to the Registrar any document supporting a justification which the Registrar requires.

**Table One**

	<b>Name difference description</b>	<b>Are supporting documents to be supplied to the Registrar?</b>
1	Change of incorporated name – Company	No
2	Change of incorporated name – Co-Operative Housing Society	No
3	Change of incorporated name – Body registered under Associations Incorporation Act	No
4	Change of incorporated name – Credit Union	No
5	Merger or takeover – Registered proprietor(s) may still exist	Yes
6	Merger or takeover – Registered proprietor(s) may still exist – Registrar holds satisfactory evidence	No
7	Sale or transfer of enterprise – Registered Proprietor(s) may still exist	Yes
8	Sale or transfer of enterprise – Registered Proprietor(s) may still exist – Registrar holds satisfactory evidence	No
9	Legislative change – Company – Registered proprietor(s) may still exist	Yes
10	Legislative change – Company – Registered proprietor(s) may still exist – Registrar holds satisfactory evidence	No
11	Legislative change – Non Company – Registered proprietor(s) may still exist	Yes
12	Legislative change – Non Company – Registered proprietor(s) may still exist – Registrar holds satisfactory evidence	No
13	Amalgamation – Hospitals – Registered proprietor(s) may still exist	Yes
14	Amalgamation – Hospitals – Registered proprietor(s) may still exist – Registrar holds satisfactory evidence	No
15	Marriage	No
16	Deed Poll	No
17	Adoption of new name	No

18	Resumption of maiden name	No
19	Error in Register	No
20	Approved abbreviation	No

**Explanation: Table One – Justifications (name differences):**

- 1–4 It is sufficient if the current name of the entity is used in the ‘Dealing Party Name’ field with the *Justifications* selection being ‘Certificate of Incorporation’.
- 5–14 Supporting evidence may vary depending on the entity and the legislation under which it is incorporated. Evidence may include a statutory declaration, a copy of legislation or a government gazette (only the relevant sections need be produced), a deed, an agreement or a letter of explanation from an ALP. In the case of 9, if the former entity was not registered on the title (for example, the hospital has changed its name) then a prior application under s59 of the Transfer of Land Act is also required.
- 15–18 No supporting evidence is required.
- 19 This justification is to be used if a name shown in the Register is different from the name identified by a Subscriber and the difference has resulted from an error in the Register or the miskeying of the details contained in an earlier Instrument.
- 20 ‘Pty’ for proprietary, ‘Ltd’ for limited and ‘Inc’ for incorporated.

**7.3 Dealing requirements**

If additional information is required to support registration, the parties must specify in the Registrar’s Instructions section of the ELF one or more of the ‘Dealing Requirements’ specified in Table Two below. The Responsible Subscriber must provide the supporting documents to the Registrar to allow the necessary decision regarding registration.

**Table Two**

	Dealing requirements description	Supporting documents to be supplied to the Registrar?
1	Consent of caveator	Yes
2	Consideration or secured amount > \$1m – company	Yes
3	Consideration or secured amount > \$1m – incorporated association	Yes
4	Copy court order	Yes
5	VCAT Order with supporting statutory declaration	Yes
6	State Trustees Section 19 Certificate	Yes
7	Statutory declaration confirming company in liquidation – distribution of specie (non monetary)	Yes
8	Statutory declaration confirming company in liquidation – monetary consideration	Yes
9	Statutory declaration confirming company has a receiver and manager or a receiver appointed	Yes
10	Statutory declaration confirming company has an administrator appointed	Yes
11	Statutory declaration confirming company has a controller appointed	Yes
12	Trustee – power of attorney & statutory declaration	Yes
13	Non-monetary considerations – spousal transfer only	No



14	Change in the manner of holding where moiety share does not alter	No
15	Transfer to exempt government bodies	No
16	Subscriber represents more than one party	No
17	Caveator's agent, other than ALP or Licensed Conveyancer	Yes
18	Other	Yes

**Explanation Definitions: Table Two – Dealing Requirements:**

1 *Consent of Caveator*

When a caveat affects the Land the subject of a proposed transfer or mortgage, registration of the dealing will not be completed unless the written consent of the Caveator (identifying the dealing by dealing type, date and parties) is provided to the Registrar or the caveat otherwise lapses. This consent is not required if the dealing satisfies the Caveator's claim.

2 *Consideration or secured amount >\$1m. – Company*

If a company purchases land for, or gives a mortgage where the secured amount is, more than \$1m, then a certified copy of a company search for the company (obtained no earlier than 14 days before the date of the Instrument) is required in accordance with the paper based practice.

3 *Consideration or Secured Amount >\$1m – Incorporated Association*

If an incorporated association purchases Land for, or gives a mortgage where the secured amount is, more than \$1m, then the following is required:

- (a) a certified copy of the rules of the association; and
- (b) a statutory declaration by the Public Officer or ALP for the association that the persons dealing on behalf of the association were office bearers at the date of the Instrument.

4 *Copy court order*

If:

- (a) a transfer refers to a court order in the consideration; or
- (b) the dealing party is other than the registered proprietor and 'Court Order' is selected in 'Dealing Requirements',

the court order is required.

5 *VCAT Order with supporting statutory declaration*

If a dealing relies on a VCAT Order for a person under the **Guardianship & Administration Act 1986**, then:

- (a) a copy of the Order; and
- (b) a statutory declaration stating that the Order has not been lapsed or revoked and that the represented person is identical with the registered proprietor of the subject title to be supplied,

is required. (When the represented person is coming onto the Register, the statutory declaration need only state that the Order has not lapsed or been revoked). Means of knowledge must be included in the statutory declaration in either case.

6 *State Trustees Section 19 Certificate*

If a dealing relies on a certificate issued under the **State Trustees (State Owned Corporation) Act 1994**, whether in its capacity as executor or administrator of a deceased estate or as administrator under the **Guardianship & Administration Act 1986**, then the certificate is required.

7 *Statutory declaration confirming company in liquidation – distribution in specie (non-monetary)*

If a transfer of land is to be lodged and it gives effect to the distribution of the surplus assets of a company to the shareholders, the usual statutory declaration by the appointed Liquidator(s) will be required:

- (a) As to the appointment and the date of appointment.
- (b) As to who was/were appointed and if more than one, whether or not they were appointed jointly or severally.
- (c) That the appointed person(s) was/were still acting in such capacity when the Instrument was executed, stating date of execution.
- (d) That the Court Order or instrument pursuant to which the appointment was made (stating which and the date thereof) does not limit the powers of the appointed person(s) to enter into the transaction to which the dealing gives effect.
- (e) The names of all shareholders of the transferor company should be supplied by Statutory Declaration.
- (f) Proof must be furnished that no debts are owing by the transferor company.
- (g) It must be shown by the documents lodged, or by evidence by Statutory Declaration that all shareholders have received the assets agreed upon.
- (h) Proof should be furnished that the distribution is being effected in accordance with the provisions of the Constitution or that the Rules make no provision regulating or restricting the distribution of the company's assets on winding up.

8 *Statutory declaration confirming Company in Liquidation – Monetary Consideration.*

Proof by statutory declaration will be required:

- (a) As to the appointment and the date of appointment.
- (b) As to who was/were appointed and if more than one, whether or not they were appointed jointly or severally.
- (c) That the appointed person(s) was/were still acting in such capacity when the Instrument was executed, stating date of execution.
- (d) That the Court Order or instrument pursuant to which the appointment was made (stating which and the date thereof) does not limit the powers of the appointed person(s) to enter into the transaction to which the dealing gives effect.

9 *Statutory declaration confirming company has a Receiver and Manager or a Receiver appointed.*

Where a company is in receivership the usual statutory declaration by the Receiver and Manager will be required:

- (a) As to the appointment and the date of the appointment.
- (b) As to who was/were the persons so appointed and if more than one, whether or not they were appointed jointly or severally.
- (c) That the appointed person(s) was/were still acting in such capacity when this Instrument was executed, stating date of execution.
- (d) That the Court Order or instrument pursuant to which the appointment was made (stating which and the date thereof) does not limit the powers of the appointed person(s) to enter into the transaction to which the dealing gives effect.
- (e) That the transaction giving rise to the dealing was made in connection with the carrying on of the business of the company.

- 10 *Statutory declaration confirming company has an Administrator appointed.*  
Similar evidence as in 9 above will be required if the Company has an Administrator appointed.
- 11 *Statutory declaration confirming company has a Controller appointed.*  
Similar evidence as in 9 above will be required if the Company has a Controller appointed.
- 12 *Trustee – power of attorney & statutory declaration*  
If a dealing is lodged by a legal personal representative of a deceased estate and the party dealing is an attorney appointed under a Trustee Act power of attorney, then a certified copy of the power is required plus a statutory declaration stating that the donor was absent from Victoria at the date of signing of the dealing by their attorney. (NOTE: A copy of a General or Enduring Power of Attorney cannot be used in these circumstances (see section 107 **Instruments (Powers of Attorney) Act 1980**.)
- 13 *Non-monetary considerations – spousal transfer only*  
If a dealing gives effect to a transfer from a registered proprietor to their spouse for which no monetary consideration is payable, no supporting information is required, provided the SRO is provided with sufficient information to determine that the transfer is exempt from duty.
- 14 *Change in the manner of holding where moiety share does not alter*  
If a dealing involves a change to the manner of holding but the moiety share does not alter, no supporting information is required, provided the SRO is provided with sufficient information to determine that the transfer is exempt from duty.
- 15 *Transfer to exempt government body*  
If a dealing is a transfer to an exempt government body, no supporting information is required, provided the SRO is provided with sufficient information to determine that the transfer is exempt from duty.
- 16 *Subscriber represents more than one party*  
If a Subscriber represents more than one party to a Transaction, they must comply with all applicable professional conduct rules.
- 17 *Caveator's agent, other than ALP or Licensed Conveyancer*  
Where the agent is not an ALP or a Licensed Conveyancer, proof of agency must be supplied.
- 18 *Other*  
The Dealing Requirements 'Other' must be selected when additional information is required to support the registration of the transaction and the circumstance requiring the additional information is not one of the other categories.

## 8. Retention of supporting documents

The Registrar has determined under s44B that a Subscriber must retain:

- (a) any documentation (including any forms required by the Duty Authority, any Representation Agreement and any material obtained when verifying identity under Requirement 3) created or obtained by a Subscriber supporting or authenticating an Electronic Instrument, for at least 7 years from the date of lodgment of the dealing that is registered or recorded; and
  - (b) any other documentation created or obtained by a Subscriber in connection with a Transaction, for at least 7 years from the date the documentation is created or obtained,
- but nothing in this Requirement 8 requires a Subscriber to print and retain any information in the EC System.

**9. Prohibitions**

The Registrar has determined under s44B that Subscribers must not:

- (a) modify or alter (or do anything that allows or causes another person to do any of these things) any Pre-Population Data or Title Activity Check data for a Transaction; or
- (b) use, reproduce or disclose (or do anything that allows or causes another person to do any of these things) any Pre-Population Data or Title Activity Check data for a Transaction, other than for the purpose of participating in the ELF in which the data appears; or
- (c) copy, alter or modify all or any part of the EC System; or
- (d) reverse assemble, reverse compile, reverse engineer, recreate or in any other way derive the source code or object code for all or any part of the EC System; or
- (e) use or participate in the EC System other than in accordance with these Requirements, the EC System Rules and the design of the EC System; or
- (f) use or disclose any information, other than information which the Subscriber enters into the EC System, passing into or out of the EC System in connection with a Transaction except for the purposes of Electronic Financial Settlement of, and Electronic Submission of Registrar's Instructions and Electronic Instruments in the ELF for, the Transaction, or any purpose which is ancillary to these purposes; or
- (g) allow a person to access the EC System who is not authorised and trained by the Subscriber as required under these Requirements or the EC System Rules.

**10. Definitions**

These meanings apply unless the contrary intention appears:

**ABN** has the same meaning as in the EC System Rules.

**Access Credentials** has the same meaning as in the EC System Rules.

**Access Privileges** has the same meaning as in the EC System Rules.

**Administrative Privileges** has the same meaning as in the EC System Rules.

**ADI** has the same meaning as in the Banking Act 1959 (Cwlth).

**ALP** means an Australian legal practitioner and has the same meaning as in the Legal Profession Act 2004 (Vic).

**AML/CTF Act** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cwlth).

**Approved Insurer** means an insurer licensed by APRA and, in the case of professional indemnity insurance, an insurer licensed by APRA or by Victoria's Legal Practitioners Liability Committee or otherwise approved by the Registrar.

**APRA** means Australian Prudential Regulation Authority.

**Authorised Signer** has the same meaning as in the EC System Rules.

**Business Day** has the same meaning as in the EC System Rules.

**Certificate of Title** has the same meaning as in the Transfer of Land Act.

**Child PKI Certificate** has the same meaning as in the EC System Rules.

**Client** means a person referred to in Requirement 3.2(a).

**Company** has the same meaning as in the Corporations Act.

**Compromised** has the same meaning as in the EC System Rules.

**Controller of CT** has the same meaning as in the EC System Rules.

**Conveyancers Act** means the Conveyancers Act 2006 (Vic).

**Co-operative Housing Society** has the same meaning as in the Co-operative Housing Society Act 1958 (Vic).

**Corporations Act** means the Corporations Act 2001 (Cwlth).

**Credit Union** means an ADI listed on the APRA website as a credit union.

**EC System** has the same meaning as in the EC System Rules.

**EC System Users Security Policy** means the policy set out in schedule 5 of these Requirements.

**EC System Subscriber Security Policy** means the policy set out in schedule 4 of these Requirements.

**EC System Rules** means the 'EC System Rules' published by the Registrar on [www.landexchange.vic.gov.au/ec](http://www.landexchange.vic.gov.au/ec), as amended from time to time.

**eCT** has the same meaning as in the EC System Rules.

**eCT Control** has the same meaning as in the EC System Rules.

**Electronic Document** has the same meaning as in the EC System Rules.

**Electronic Instrument** has the same meaning as in the EC System Rules.

**Electronic Submission** has the same meaning as in the EC System Rules.

**ELF** has the same meaning as in the EC System Rules.

**ELF PIN** means the confidential access number selected by the Initiating Subscriber for an ELF.

**Eligible Person** has the same meaning as in the Transfer of Land Act.

**Exchange Settlement Accounts** means accounts held with RBA and used by banks and co-operatively owned industry bodies supervised by Australian Financial Institutions Commission to settle transactions with each other.

**Folio** has the same meaning as 'Folio of the Register' in the Transfer of Land Act.

**FTRA** means the Financial Transaction Reports Act 1988 (Cwlth).

**Holder** has the same meaning as in the EC System Rules.

**Initiating Subscriber** means, for an ELF, the Participating Subscriber who creates the ELF in the EC System.

**Instrument** has the same meaning as in the Transfer of Land Act.

**Land** means any estate or interest in land other than land that has been retained by the Crown (whether in right of a State or of the Commonwealth).

**Law Practice** has the same meaning as in the Legal Profession Act.

**Legal Profession Act** means the Legal Profession Act 2004 (Vic).

**Licensed Conveyancer** means a person who holds a full or provisional licence under the Conveyancers Act to carry on a conveyancing business.

**Managed Mortgage Practitioner** means an ALP who is required to be a member of the Managed Mortgage Section under the Law Institute of Victoria Managed Mortgage Rules 2000.

**pCT** has the same meaning as in the EC System Rules.

**pCT Issue Party** means the customer shown in the Registrar's records as the person to whom a pCT has been issued.

**PKI and PKI Certificate** each have the same meaning as in the EC System Rules.

**Pre-Approval Statement** has the same meaning as in the EC System Rules.

**Pre-Population Data** has the same meaning as in the EC System Rules.

**Public Officer** has the same meaning as in the Associations Incorporation Act 1981 (Vic).

**RBA** has the same meaning as in the EC System Rules.

**Register** has the same meaning as in the EC System Rules.

**Registrar** means the Registrar of Titles under the Transfer of Land Act 1958 (Vic).

**Registrar of Titles' Identity Guidelines** means the requirements set out in Requirements 3.1–3.7

**Registrar's Instructions** has the same meaning as in the EC System Rules.

**Representation Agreement** means an agreement in the form of either schedule 1 or schedule 2 of these Requirements.

**Responsible Subscriber** has the same meaning as in the EC System Rules.

**Security Items** has the same meaning as in the EC System Rules.

**Signing Privileges** has the same meaning as in the EC System Rules.

**Specific Transaction Period** means the time from when a Client that has signed a Representation Agreement with a Subscriber instructs the Subscriber to act for them in connection with a specific Transaction until the Transaction is completed or the Subscriber becomes aware or ought to be aware that the Transaction will not proceed to completion through the EC System.

**SRO** means the State Revenue Office of Victoria.

**Subscriber** has the same meaning as in the EC System Rules.

**Title Activity Check** has the same meaning as in the EC System Rules.

**Transaction** has the same meaning as in the EC System Rules.

**Transfer of Land Act** means the Transfer of Land Act 1958 (Vic).

**Trustee Act** means the Trustee Act 1958 (Vic).

**User** has the same meaning as in the EC System Rules.

**VOTS** means the Victorian Online Titles System.

**Schedule 1 to the Electronic Conveyancing - Registrar's Requirements  
Representation Agreement - Specific Authority (see Requirement 3.8)**

**Details**

Client (you)	EC Participant (us)
Client 1 Name* <input style="width: 90%;" type="text"/> Client 2 Name* <input style="width: 90%;" type="text"/> <small>*1 applicable include ABN/ACN/ABN</small> Address for correspondence <input style="width: 90%;" type="text"/> Attention <input style="width: 90%;" type="text"/> ☎ <input style="width: 20%;" type="text"/> Email <input style="width: 40%;" type="text"/>	Name <small>(include ABN/ACN/ABN)</small> <input style="width: 90%;" type="text"/> Address <input style="width: 90%;" type="text"/> ☎ <input style="width: 20%;" type="text"/> Email <input style="width: 40%;" type="text"/> Signed for us <input style="width: 90%;" type="text"/> Name of signatory <input style="width: 90%;" type="text"/>
Transaction 1	Transaction 2
<b>Property</b> Address: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> <small>(up to three Volume / Folio references per instrument)</small>	<b>Property</b> Address: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> Vol/Fol: <input style="width: 95%;" type="text"/> <small>(up to three Volume / Folio references per instrument)</small>
1 <b>Transaction type:</b> (See clause 1). (a) <b>Sale</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (b) <b>Purchase</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (c) <b>Discharge of mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (d) <b>New mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (e) <b>Caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (f) <b>Withdrawal of caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (g) <b>Other</b> (please specify) <input style="width: 80%;" type="text"/>	1 <b>Transaction type:</b> (See clause 1). (a) <b>Sale</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (b) <b>Purchase</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (c) <b>Discharge of mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (d) <b>New mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (e) <b>Caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (f) <b>Withdrawal of caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (g) <b>Other</b> (please specify) <input style="width: 80%;" type="text"/>
2 <b>Form of CT</b> (Complete this section if clause 3 applies - form of CT must be the same for all CTs in a Transaction. If you are to become the registered proprietor of a Property subject to one or more registered mortgages, do not complete this section, because the first mortgagee on the Register selects the form of the CT.) What form of CTs do you require? <input type="checkbox"/> pCTs <input type="checkbox"/> eCTs. If pCTs, who is to hold the pCTs for Property 1? <input type="checkbox"/> us <input type="checkbox"/> other (If "Other" specify full name of person authorised to have possession and control of the pCTs) <input style="width: 90%;" type="text"/>	2 <b>Form of CT</b> (Complete this section if clause 3 applies - form of CT must be the same for all CTs in a Transaction. If you are to become the registered proprietor of a Property subject to one or more registered mortgages, do not complete this section, because the first mortgagee on the Register selects the form of the CT.) What form of CTs do you require? <input type="checkbox"/> pCTs <input type="checkbox"/> eCTs. If pCTs, who is to hold the pCTs for Property 2? <input type="checkbox"/> us <input type="checkbox"/> other (If "Other" specify full name of person authorised to have possession and control of the pCTs) <input style="width: 90%;" type="text"/>
3 <b>Identification</b> (EC Participant or agent use only) We have verified the identity of the person or persons who have signed this agreement, in accordance with the Registrar of Titles' Identity Guidelines: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signing	
By signing this document you: (a) give the instructions in, and are bound by all the terms of, this document, and (b) acknowledge having read the Brochure and been given a copy to keep.	
Date <input style="width: 100%;" type="text"/>	<b>Signed for the Client</b> in accordance with section 127 of the <i>Corporations Act 2001</i> (Cwth) by authority of its directors* <small>sole director* (delete whichever inapplicable)</small>
<b>Signed by or for the Client</b> Signature by or for Client 1 <input style="width: 90%;" type="text"/> Print name <input style="width: 90%;" type="text"/> <small>(*delete if inapplicable)</small>	Signature of director/sole director and sole secretary <input style="width: 90%;" type="text"/> Name <input style="width: 90%;" type="text"/>
Signature by or for Client 2 <input style="width: 90%;" type="text"/> Print name <input style="width: 90%;" type="text"/> *As attorney for Client under power of attorney Dated: <input style="width: 90%;" type="text"/>	Signature of director/company secretary <input style="width: 90%;" type="text"/> Name <input style="width: 90%;" type="text"/>

## General Terms

**1 What you authorise**

You appoint us to act on your behalf in the EC System to:

- (a) sign digitally and authorise Electronic Submission of any Electronic Document required in connection with a Transaction;
- (b) authorise the Registrar to facilitate Electronic Financial Settlement of each Transaction unless you instruct us otherwise;
- (c) give instructions to the person in control of the eCT to enable the Transactions to occur; and
- (d) do anything else necessary on your behalf in the EC System in connection with the Transaction.

We must do so only in accordance with the instructions you give us in this agreement and otherwise for the purposes of this agreement.

You acknowledge that you are bound by any Electronic Document required in connection with a Transaction that we sign digitally on your behalf in accordance with this agreement.

**2 CT before Transactions occur**

If you are the registered proprietor of a Property that does not have an eCT, you authorise us to do what is necessary to arrange for the existing pCT to be surrendered to the Registrar and an eCT issued in substitution to enable the Transactions to occur.

If the Property is not subject to a registered mortgage, you authorise us to be nominated as the person in control of the eCT.

**3 CT after Transactions have been completed**

If, as the result of a Transaction, you are to become:

- (a) **(registered mortgage - first mortgagee)** the first mortgagee on the register of a Property subject to one or more registered mortgages, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT;
- (b) **(no registered mortgage)** not subject to a registered mortgage, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT.

**4 If we are in control of the eCT**

If we are the person in control of the eCT under clauses 2 or 3(b), we must not effect any dealing with it other than in accordance with this agreement or any other written instructions from all of you.

**5 Changing instructions**

You may change your instructions to us in connection with a Transaction (including by terminating them) at any time before we are no longer able to change information entered by us into the EC System in connection with the Transaction. However, if we receive inconsistent instructions from any two or more of you before that time, we are not to proceed further with the Transaction until we receive in writing consistent instructions from all of you.

**6 Execution by an attorney**

If this agreement is executed by an attorney acting under a power of attorney from you, then, by executing this agreement,

the attorney states that the attorney has received no notice of revocation of the power of attorney.

**7 Our obligations**

We agree to comply with all our obligations under the EC System Rules.

**8 Your information and the Registrar**

You acknowledge that we may disclose your information to the Registrar and that the Registrar may disclose your information to other parties as described in the Brochure. The Registrar may allow information you are required to provide to another party (such as the SRO or a local council) to be provided to them through the EC System. However, the Registrar does not guarantee its accuracy and you remain responsible for ensuring the required information is received by the relevant party.

**9 Applicable law**

This agreement is governed by the law in force in Victoria. You and we submit to the non-exclusive jurisdiction of the courts of that place.

**10 Meaning of words**

**Brochure** means the booklet entitled "Electronic Conveyancing".

**CT** means certificate of title.

**EC System** means the electronic conveyancing system operated by the Registrar which facilitates the electronic financial settlement, and submission to the Registrar, of transactions relating to land in Victoria.

**EC System Rules** means the rules governing a Subscriber's participation in the EC System.

**eCT** means an electronic CT.

**Electronic Document** means, for a Transaction, any document in electronic form generated by the EC System in connection with the electronic lodgment file generated by the EC System for the Transaction which a Subscriber is required to sign digitally to enable the Transaction to be processed within the EC System.

**Electronic Financial Settlement** means the process by which the EC System facilitates payment obligations of parties to transactions relating to land in Victoria being cleared and settled through the Reserve Bank Information and Transfer System (RITS).

**Electronic Submission** means, for a Transaction, submission to the Registrar and SRO using the EC System of all information and Electronic Documents required by the Registrar and SRO for the Transaction.

**pCT** means a paper CT.

**Property** means a property identified in the Details.

**Register** means the Register of land under the *Transfer of Land Act 1958* (Vic).

**Registrar** means the Registrar of Titles under the *Transfer of Land Act 1958* (Vic).

**SRO** means the State Revenue Authority, a service agency of the Department of Treasury and Finance, Victoria.

**Subscriber** means a participant in the EC System.

**Transaction** means a transaction identified in the Details.

**We**, means the person named as **EC Participant** in the Details.

**You** means the person or persons named in the Details as **Client**. If there are more than one, then, unless otherwise specified, you means each of them separately and every two or more of them jointly.



**Schedule 2 to the Electronic Conveyancing - Registrar's Requirements  
Representation Agreement: Standing Authority (see Requirement 3.8)**

**Details**

Client (you)	EC Participant (us)
Client 1 Name* <input style="width: 95%;" type="text"/>	Name (include ABN/ACN/ARBN) <input style="width: 95%;" type="text"/>
Client 2 Name* <input style="width: 95%;" type="text"/>	Address <input style="width: 95%;" type="text"/>
*If applicable include ABN/ACN/ARBN Address for correspondence <input style="width: 95%;" type="text"/>	☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>
Attention <input style="width: 95%;" type="text"/>	Signed for us <input style="width: 95%;" type="text"/>
☎ <input style="width: 20%;" type="text"/> Email <input style="width: 20%;" type="text"/>	Name of signatory <input style="width: 95%;" type="text"/>

**Transactions**

1 (See clause 1).

<p>(a) <b>Sale</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) <b>Purchase</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(c) <b>Discharge of mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) <b>New mortgage</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(e) <b>Caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) <b>Withdrawal of caveat</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(g) <b>Other</b> (please specify): <input style="width: 90%;" type="text"/></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**2 Form of CT**

(Complete this section if clause 3 applies - form of CT must be the same for all CTs in a Transaction. If you are to become the registered proprietor of a Property subject to one or more registered mortgages, do not complete this section, because the first mortgagee on the Register selects the form of the CT in those circumstances.)

What form of CTs do you require?  pCTs only  eCTs only  as instructed by you in writing from time to time

Who is to hold pCTs?  us  other  as instructed by you in writing from time to time

(If "Other" specify full name of person authorised to have possession and Control of pCTs)

**3 Identification** (EC Participant or agent use only) We have verified the identity of the person or persons who have signed this agreement, in accordance with the Registrar of Titles' Identity Guidelines:  Yes  No

**Signing**

By signing this document you:

(a) give the instructions in, and are bound by all the terms of, this document; and

(b) acknowledge having read the Brochure and been given a copy to keep.

**Date**

<p><b>Signed by or for the Client</b></p> <p>Signature by or for Client 1 <input style="width: 95%;" type="text"/></p> <p>Name <input style="width: 95%;" type="text"/></p> <p><small>(delete if inapplicable)</small> *As attorney for Client under power of attorney</p> <p>Dated: <input style="width: 95%;" type="text"/></p> <p>Signature by or for Client 2 <input style="width: 95%;" type="text"/></p> <p>Name <input style="width: 95%;" type="text"/></p>	<p><b>Signed for the Client</b> in accordance with section 127 of the Corporations Act 2001 (C'with) by authority of its directors*/sole director* <small>(*delete whichever is inapplicable)</small></p> <p>Signature of director/sole director and sole secretary <input style="width: 95%;" type="text"/></p> <p>Name <input style="width: 95%;" type="text"/></p> <p>Signature of director/ company secretary <input style="width: 95%;" type="text"/></p> <p>Name <input style="width: 95%;" type="text"/></p>
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## General Terms

### 1 What you authorise

You appoint us to act on your behalf in the EC System to:

- (a) sign digitally and authorise Electronic Submission of any Electronic Document required in connection with a Transaction;
- (b) authorise the Registrar to arrange Electronic Financial Settlement of each Transaction unless you instruct us otherwise;
- (c) give instructions to the person in control of the eCT to enable the Transactions to occur; and
- (d) do anything else necessary on your behalf in the EC System in connection with a Transaction.

We must do so only in accordance with the instructions you give us in this agreement and otherwise for the purposes of this agreement.

You acknowledge that you are bound by any Electronic Document required in connection with a Transaction that we sign digitally on your behalf in accordance with this agreement.

### 2 CT before Transactions occur

If you are the registered proprietor of a Property that does not have an eCT, you authorise us to do what is necessary to arrange for the existing pCT to be surrendered to the Registrar and an eCT issued in substitution to enable the Transactions to occur.

If the Property is not subject to a registered mortgage, you authorise us to be nominated as the person in control of the eCT.

### 3 CT after Transactions have been completed

If, as the result of a Transaction, you are to become:

- (a) **(registered mortgage - first mortgagee)** the first mortgagee on the register of a Property subject to one or more registered mortgages, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT, including after this agreement ends under clause 7;
- (b) **(no registered mortgage)** not subject to a registered mortgage, you may authorise in the Details whether you require a pCT or eCT. If you select an eCT or if nothing is specified in the Details, you acknowledge that we are to be the person in control of the eCT, including after this agreement ends under clause 7.

### 4 If we are in control of the eCT

If we are the person in control of an eCT under clauses 2 or 3(b), we must not effect any dealing with it other than in accordance with this agreement or any other written instructions from all of you.

### 5 Changing instructions

You may change your instructions to us in connection with a Transaction (including by terminating them) at any time before we are no longer able to change information entered by us into the EC System in connection with a Transaction. However, if we receive inconsistent instructions from any two or more of you before that time, we are not to proceed further with the Transaction until we receive in writing consistent instructions from all of you.

### 6 Execution by an attorney

If this agreement is executed by an attorney acting under a power of attorney from you, then, by executing this agreement, the attorney states that the attorney has received no notice of revocation of the power of attorney.

### 7 Termination

Either party may terminate this agreement by giving notice in writing to the other. Clauses 2 and 3 survive the termination of this agreement.

### 8 Our obligations

We agree to comply with all our obligations under the EC System Rules.

### 9 Your information and the Registrar

You acknowledge that we may disclose your information to the Registrar and that the Registrar may disclose your information to other parties as described in the Brochure. The Registrar may allow information you are required to provide to another party (such as the SRO or a local council) to be provided to them through the EC System. However, the Registrar does not guarantee its accuracy and you remain responsible for ensuring the required information is received by the relevant party.

### 10 Applicable law

This agreement is governed by the law in force in Victoria. You and we submit to the non-exclusive jurisdiction of the courts of that place.

### 11 Meaning of words

**Brochure** means the booklet entitled "Electronic Conveyancing".

**CT** means certificate of title.

**EC System** means the electronic conveyancing system operated by the Registrar which facilitates the electronic financial settlement, and submission to the Registrar, of transactions relating to land in Victoria.

**EC System Rules** means the rules governing a Subscriber's participation in the EC System.

**eCT** means an electronic CT.

**Electronic Document** means, for a Transaction, any document in electronic form generated by the EC System in connection with the electronic lodgment file generated by the EC System for the Transaction which a Subscriber is required to sign digitally to enable the Transaction to be processed within the EC System.

**Electronic Financial Settlement** means the process by which the EC System facilitates payment obligations of parties to transactions relating to land in Victoria being cleared and settled through the Reserve Bank Information and Transfer System (RITS).

**Electronic Submission** means, for a Transaction, submission to the Registrar and SRO using the EC System of all information and Electronic Documents required by the Registrar and SRO for the Transaction.

**pCT** means a paper CT.

**Property** means a property you instruct us to be the subject of a Transaction.

**Register** means the Register of land under the *Transfer of Land Act 1958* (Vic).

**Registrar** means the Registrar of Titles under the *Transfer of Land Act 1958* (Vic).

**SRO** means the State Revenue Authority, a service agency of the Department of Treasury and Finance, Victoria.

**Subscriber** means a participant in the EC System.

**Transaction** means a transaction of a type identified in the Details.

**We**, means the person named as **EC Participant** in the Details.

**You** means the person or persons named in the Details as **Client** in the Details. If there are more than one, then, unless otherwise specified, you means each of them separately and every two or more of them jointly.

**Schedule 3 to the Electronic Conveyancing – Registrar’s Requirements**  
(See Requirement 3.5, 3.6)

**Identification certificate**

I certify that I am:

- an Australian legal practitioner – practitioner number:.....
- a Licensed Conveyancer – licence number:.....
- an EC System Subscriber – ABN:.....
- a Notary Public – notary public number:.....
- an Australian consular official – full title:.....

I certify that I have verified the identity of :

.....

name of person being identified

in accordance with Requirement 3 of the Victorian Registrar of Titles’ Identity Guidelines and witnessed that person sign a Representation Agreement in my presence.

Dated:            /    /

Signature:        .....

Print name:       .....

Address:           .....

.....

**Schedule 4 to the Electronic Conveyancing – Registrar’s Requirements**  
(See Requirement 4.6(d))

**EC System**  
**Subscriber Security Policy (Version 1–8 November 2007)**

**ABOUT THIS POLICY**

This policy forms part of the Electronic Conveyancing – Registrar’s Requirements (‘Registrar’s Requirements’) as published in the Government Gazette.

This document has been prepared to assist Subscribers better understand their obligations to ensure the integrity of the EC System.

All Subscribers and their Users must comply with this policy at all times.

**1. Training**

Each Subscriber must ensure that their Users are adequately trained to participate in the EC System and aware of their obligations to protect user identifications, passwords, passphrases, PKI Certificates and ELF PINS (‘Security Items’).

Each Subscriber must:

- **(provide copy of EC System Users Security Policy)** provide a copy of the EC System Users Security Policy to each of their Users before they become Users; and
- **(comply with EC System Users Security Policy)** take reasonable steps to ensure that they and all their Users comply with the EC System Users Security Policy; and
- **(comply with PKI policies)** take reasonable steps to ensure that they and all their Users comply with any rules, policies and practice statements of the PKI Provider relating to the allocation, use and protection of their PKI Certificates which are applicable to them.

**2. General protection measures**

Each Subscriber’s User details are part of the EC System. Therefore, the EC System’s integrity is, in part, reliant on the integrity of each Subscriber’s User details and the systems and facilities used to access the EC System for the Subscriber.

Each Subscriber must take reasonable steps to ensure that:

- **(system and facilities under Subscriber’s control)** their Users access the EC System only by using computers over which the Subscriber has sufficient control to ensure compliance with the EC System Rules and the Registrar’s Requirements; and
- **(monitoring measures)** they implement reasonable measures to monitor use of the EC System and Security Items, including to ensure the Subscriber becomes aware if any of their Security Items have been lost or stolen or reproduced, modified, disclosed or used without proper authority; and
- **(protect facilities )** they adequately protect their computers and other facilities used to access the EC System and to use and store their PKI Certificates from unauthorised use or access; and
- **(mitigate loss)** they mitigate any loss arising in connection with the theft, loss, unauthorised disclosure or improper use of any of their Security Items.

Each Subscriber must notify the Registrar if they become aware of anything that is likely to have an adverse effect on the operation, security, integrity or stability of the EC System.

Each Participating Subscriber for a Transaction must take reasonable steps to ensure that any ELF Identifiers and ELF PINs they hold are protected from unauthorised disclosure.

### 3. Specific protection measures

The following are specific protection measures that each Subscriber is required to take. However, these obligations do not limit the obligations set out in 2 ('General protection measures') above.

Each Subscriber must take reasonable steps to ensure that:

- **(no caching)** any computer used by their Users to access the EC System does not have caching enabled that would remove the need for the Users to enter passwords or passphrases in accordance with the normal operation of the EC System, and
- **(security threats)** all computers used to access the EC System are protected at all times by up to date security software that provides protection from viruses, spyware, keylogging and other security threats.

### 4. Protection of Access Credentials

Access Credentials are a User's user identification and password. Access Credentials allow a User to access the EC System for the Subscriber. A failure to properly protect Access Credentials may result in unauthorised access to the EC System.

Each Subscriber must take reasonable steps to ensure that:

- **(no obvious Access Credentials)** none of their Users' Access Credentials are easily associated with their User or the Subscriber (such as a birthday or telephone number); and
- **(different Access Credentials)** each of their Users' Access Credentials are different from any other existing or former User's past or current Access Credentials; and
- **(changes)** their Users' Access Credentials are changed at least every 60 days; and
- **(single user)** only the User to whom a particular password or passphrase is allocated uses the password or passphrase and that the User does not share them with any other person; and
- **(precautions)** each of their Users protects their Access Credentials, including by not permitting any other person to see the entry of their Access Credentials into any computer.

### 5. PKI Certificates

A Subscriber's PKI Certificates enable a Subscriber's Users with Signing Privileges to Sign electronic documents on their behalf. A failure to properly protect PKI Certificates may result in electronic documents being signed without authority.

Each Subscriber must take reasonable steps to protect their PKI Certificates. The obligations of Users in relation to PKI Certificates are contained in the EC System Users Security Policy. Subscribers must take reasonable steps to ensure that all of their Users comply with the policy.

### 6. Form of PKI Certificates

The Registrar's Requirements specify detailed requirements as to the form in which PKI Certificates to be used in the EC System must be issued. Subscribers must ensure that their Users use digital certificates only in that form.

### 7. Settings of PKI Certificates

Subscribers must ensure that:

- their PKI Certificates are issued in accordance with Gatekeeper rules (the EC System Rules explain "Gatekeeper"); and
- their PKI Certificates are stored on a hard token (the Registrar's Requirements give more specific detail on the required form of hard tokens) unless the Registrar has permitted otherwise.

**8. Compromised Security Items**

If a Subscriber becomes aware that any of the Security Items of any of their Users has been or is likely to be compromised, the Subscriber must:

- for a PKI Certificate or for Access Credentials, immediately revoke the User's Access Privileges; and
- for a PKI Certificate:
  - immediately check all ELF's in which the PKI Certificate has been used to sign any electronic document and unsign any electronic documents in accordance with item 9 below; and
  - promptly notify the PKI Provider and revoke or cancel the PKI Certificate (including doing everything reasonably necessary to cause the PKI Provider to revoke or cancel it); and
- promptly notify the Registrar.

**9. Compromised Signatures**

If a Subscriber becomes aware or suspects that any of their PKI Certificates have been used to sign any electronic document without their authorisation or the authorisation of any Client on whose behalf the electronic document is purported to be signed, the Subscriber must unsign the electronic document immediately (if it is possible to do so).

**10. Revoking authority**

If a Subscriber does not intend:

- a person to be their User any longer, the Subscriber must promptly revoke the User's Access Privileges; or
- a User to have Signing Privileges any longer, the Subscriber must promptly revoke the User's Signing Privileges; or
- a User to have Administrative Privileges any longer, the Subscriber must promptly revoke the User's Administrative Privileges; or
- if the Subscriber is a Payment Provider, an Authorised Signer's Users to have Signing Privileges in relation to the Subscriber's Payment Approvals any longer, the Subscriber must promptly revoke the Authorised Signer's ABN status in the EC System as that of an ABN of an Authorised Signer of the Payment Provider.

**Schedule 5 to the Electronic Conveyancing – Registrar’s Requirements**  
(See Requirement 4.6(c))

**EC System**  
**Users Security Policy (Version 1–8 November 2007)**

**ABOUT THIS POLICY**

This policy forms part of the Electronic Conveyancing – Registrar’s Requirements (‘Registrar’s Requirements’) as published in the Government Gazette.

This document has been prepared to assist Users to better understand their obligations to ensure the integrity of the EC System.

All Users must comply with this policy at all times.

**Passwords and passphrases**

Users must ensure that:

- no facilities are enabled for caching their EC System passwords or digital certificate passphrases; and
- their passwords and passphrases are not easily associated with them or their Subscriber (such as a birth date or telephone number); and
- their passwords and passphrases are changed at least every 60 days; and
- they do not share their passwords or passphrases with anyone else; and
- they do not permit any other person to use their passwords or passphrases; and
- they do not permit any other person to see the entry of their passwords and passphrases into any computer; and
- their passwords are different from their passphrases

**Protecting digital certificates**

Users must ensure that:

- the hard token used to store their digital certificate is connected to a computer only when the User is using the computer to access the EC System; and
- the hard token used to store their digital certificate is stored in a secure location when not in use.

**Compromised digital certificates**

Users must notify a User with Administrative Privileges immediately if they know or suspect that their digital certificate has or may have been lost or stolen or reproduced, modified, disclosed or used without proper authority.

**Ask if in doubt**

Contact a User with Administrative Privileges if you are uncertain about your obligations under, or terminology used in, this EC System Users Security Policy.

## Schedule 6 to the Electronic Conveyancing - Registrar's Requirements

(See Requirement 3.3)

### Verification of Individual's Identity

This form must be used if verifying the identity of an individual in accordance with Requirement 3.3(a) of the Electronic Conveyancing - Registrar's Requirements.

Name of individual to be identified:

Name of Client (if different from individual being identified):

Name of Subscriber:

The individual's identity has NOT been verified again because:			
<ul style="list-style-type: none"> <li>The Subscriber has represented the individual continuously since before 15 June 1988</li> <li>The Subscriber is or has been previously under an obligation to verify the individual's identity in accordance with the <i>Financial Transaction Reports Act 1988</i> (Cth) or the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) and has complied with the obligation</li> </ul>		<input type="checkbox"/> <input type="checkbox"/>	
The individual's identity has been VERIFIED as follows:		Tick if satisfactory	Details to be recorded
<b>1</b>	<b>Individual known by the Subscriber for 3 years and previously identified.</b> The Subscriber has represented the individual for at least 3 years and has verified the individual's identity previously in accordance with the Registrar's Requirements	<b>100 points</b> <input type="checkbox"/>	
<b>2</b>	<b>NAME of the individual verified from one of the following:</b> <ul style="list-style-type: none"> <li>Birth Certificate</li> <li>Birth Card issued by the New South Wales Registry of Births, Deaths and Marriages</li> <li>Citizenship Certificate</li> <li>International Travel Document:               <ul style="list-style-type: none"> <li>- a current passport</li> <li>- expired passport which has not been cancelled and was current within the preceding 2 years</li> <li>- other document of identity having the same characteristics as a passport (e.g. this may include some diplomatic documents and some documents issued to refugees)</li> </ul> </li> </ul> Note: Do not score additional points for more than one document.	<b>70 Points</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Provide details in A below and keep a copy of the document.
<b>3</b>	<b>Individual is a known customer of the Subscriber of at least 12 months standing.</b> The Subscriber has represented the individual for at least the preceding 12 months.	<b>40 Points</b> <input type="checkbox"/>	Provide details in B below.
<b>4</b>	<b>NAME of individual verified from a written reference from one of the following, signed by both the person giving it and the individual:</b> <ul style="list-style-type: none"> <li>A financial body certifying that the individual is a known customer</li> <li>Another individual who has been verified by the Subscriber under Registrar's Requirements</li> <li>An acceptable referee (refer to AUSTRAC Guideline No. 3 and Information Circular No. 3 and AUSTRAC Form s21 - References from an 'Acceptable Referee' available from the AUSTRAC website: <a href="http://www.austrac.gov.au">www.austrac.gov.au</a>)</li> </ul>	<b>40 Points</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Provide details in A below and keep a copy of the document.
<b>5</b>	<b>NAME of individual verified from one of the following (but only where they contain a photograph or signature that can be matched to the signatory):</b> <ul style="list-style-type: none"> <li>A licence or permit issued under a law of the Commonwealth, a State or Territory (e.g. an Australian driver's licence)</li> <li>An identification card issued to a public employee</li> <li>An identification card issued by the Commonwealth, a State or Territory as evidence of the individual's entitlement to a financial benefit</li> <li>An identification card issued to a student at a tertiary education institution</li> </ul> Note: Additional documents can be awarded 25 points (see category 9 below)	<b>40 Points</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Provide details in A overleaf and keep a copy of the document.
<b>6</b>	<b>NAME and ADDRESS of individual verified from any of the following:</b> <ul style="list-style-type: none"> <li>A document held by the Subscriber giving security over the individual's property</li> <li>A mortgage or other instrument of security held by a financial body</li> </ul>	<b>35 Points</b> <input type="checkbox"/> <input type="checkbox"/>	Provide details in A or B below and keep a copy of the document.



<b>7</b>	<p><b>NAME and ADDRESS of individual verified from any of the following:</b></p> <ul style="list-style-type: none"> <li>• A current employer, or a previous employer within the last 2 years</li> <li>• A rating authority (e.g. land rates)</li> <li>• The Credit Reference Association of Australia (subject to the <i>Privacy Act 1988</i>)</li> <li>• Land Titles Office Records</li> </ul>	<b>35 Points</b>	Provide details in B below and keep a copy.
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
<b>8</b>	<p><b>NAME, ADDRESS and TELEPHONE NUMBER verified:</b></p> <ul style="list-style-type: none"> <li>• By reference to the latest telephone directory published by Telstra or by advice provided by Telstra; and</li> <li>• By telephone contact with the individual on that telephone number</li> </ul>	<b>25 Points</b>	Provide phone number in B below.
		<input type="checkbox"/>	
<b>9</b>	<p><b>NAME of individual verified from any other secondary identification document relating to the individual, e.g. marriage certificate (for maiden name only), credit card, council rates notices, telephone account, foreign driver's licence, Medicare Card, etc.</b></p> <p><b>Note:</b> More than one document may be counted, but points scored from a particular source may be counted only once, e.g. if MasterCard and Visa Card issued from the same financial institution, only one may be counted.</p>	<b>25 Points</b>	Provide details in A below and keep a copy of the document.
<b>10</b>	<p><b>NAME and ADDRESS of the client verified from any of the following:</b></p> <ul style="list-style-type: none"> <li>• The electoral roll compiled by the Australian Electoral Commission and available for public scrutiny</li> <li>• An acceptable referee (refer to AUSTRAC Information Circular No. 3 and Form s21 - Reference from an 'Acceptable Referee') - it is not required that the acceptable referee has known the individual for 12 months or more</li> <li>• The owner, landlord, or a real estate agent acting as a managing agent of the premises, if the individual lives or carries on business in rented accommodation</li> <li>• The records of a public utility</li> <li>• The records of a financial body of which the individual is a known customer</li> <li>• A record held under a law other than a law relating to land titles (for which, see No. 6)</li> </ul>	<b>25 Points</b>	Provide details in B below and keep a copy.
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
<b>11</b>	<p><b>NAME and DATE OF BIRTH of the individual verified from any of the following:</b></p> <ul style="list-style-type: none"> <li>• The records of a primary, secondary, or tertiary educational institution attended by the individual within the last 10 years</li> <li>• The records of a professional or trade association of which the individual is a member</li> </ul>	<b>25 Points</b>	Provide details in B below and keep a copy.
		<input type="checkbox"/>	
		<input type="checkbox"/>	
<b>The individual is taken to be identified if they rate at least 100 points</b>		<b>TOTAL</b>	

**A Document details from Checks 2, 4, 5, 6 and 9 (and keep a copy of the document)**

Type of document			
Individual to whom it relates			
Date of Birth (age if relevant)			
Place of residence (if shown)			
Date of issue			
Place/Office of issue			
Expiry date			
Document number			

**B List below the details of the method(s) and source(s) of verification for Checks 3, 6, 7, 9, 10 and 11**

Type of check			
Person giving information			
Title, rank or designation			
Name and address of organisation (if relevant)			
Information given (attach a separate sheet if required)			

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**Result of Check**

We certify that we have verified the identity of the individual as specified above and are reasonably satisfied that this level of verification is adequate to verify an individual's identity for the purposes of a dealing relating to land

Signature

Name of checking officer

Date

## Schedule 7 to the Electronic Conveyancing - Registrar's Requirements

(See Requirement 3.3)

### Verification of Company's/Incorporated Association's Identity

**This form must be used if verifying the identity of a company or an incorporated association in accordance with Requirement 3.3(a) of the Electronic Conveyancing - Registrar's Requirements.**

Name of company / incorporated association to be identified:

Name of Subscriber:


The company's/incorporated association's identity has NOT been verified again because:	
<ul style="list-style-type: none"> <li>• The Subscriber has represented the company/incorporated association continuously since before 15 June 1988</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• The Subscriber is or has been previously under an obligation to verify the company's/incorporated association's identity in accordance with the <i>Financial Transaction Reports Act 1988</i> (Cth) or the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) and has complied with the obligation</li> </ul>	<input type="checkbox"/>

	The company's/incorporated association's identity has been VERIFIED by obtaining all of the following information:	Tick if satisfactory	Provide details and keep copy of verification document(s)
<b>1</b>	<b>Registration number</b> Verified <sup>*</sup> registration number allotted to the company by the Australian Securities and Investments Commission or to the incorporated association by the relevant State or Territory authority.	<input type="checkbox"/>	
<b>2</b>	<b>Addresses</b> <ul style="list-style-type: none"> <li>• Verified<sup>*</sup> address of the company's registered office or the incorporated association's principal place of administration; and</li> <li>• verified<sup>*</sup> address of the company's or incorporated association's principal place of business</li> </ul>	<input type="checkbox"/> <input type="checkbox"/>	
<b>3</b>	<b>Employee signing Representation Agreement</b> For any individual who signs the Representation Agreement for the company or incorporated association and is its employee, the individual's verified <sup>*</sup> : <ul style="list-style-type: none"> <li>• full name; and</li> <li>• the position held by the individual in the company or incorporated association</li> </ul> (Note! The Subscriber must also verify the individual's identity in accordance with the Registrar's Requirements)	<input type="checkbox"/> <input type="checkbox"/>	
<b>4</b>	<b>Non-employee individual signing Representation Agreement</b> For any individual who signs the Representation Agreement for the company or incorporated association and is not its employee, the individual's verified <sup>*</sup> : <ul style="list-style-type: none"> <li>• full name; and</li> <li>• workplace address; and</li> <li>• relationship to the company or incorporated association; and</li> <li>• authority under which the individual is signing the Representation Agreement on behalf of the company or incorporated association; and</li> <li>• usual occupation</li> </ul> (Note! The Subscriber must also verify the individual's identity in accordance with the Registrar's Requirements)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

\* Verified means:

- **for a company's information**, verified from an extract of particulars recorded in the Australian Securities and Investments Commission's register(s). If the information cannot be verified in this manner then verified means verified from other reliable and independent documentation;
- **for an incorporated association's information**, verified from an extract of particulars recorded in the relevant State or Territory registration authority's register(s). If the information cannot be verified in this manner then verified means verified from other reliable and independent documentation.

**Result of Check**

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We certify that we have verified the identity of the company or incorporated association as specified above and are reasonably satisfied that this level of verification is adequate to verify a company's/incorporated association's identity for the purposes of a dealing relating to land

Signature
Name of checking officer

Date
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