

# LPI lodgment terms and conditions

1 July 2007 to 30 October 2009

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## 1. Introduction

- 1.1 The Land and Property Information Division (LPI) of the Department of Lands (Lands) provides lodgment and registration services for Real Property Act (or Torrens title) land and common law (or 'old system') title land as well as for the registration of deeds and a variety of other instruments.
- 1.2 These terms and conditions for lodgment and registration services provided by the Titling and Registry Services of Lands may be referred to as the LPI lodgment terms and conditions. This document sets out the terms and conditions applicable to the operations of Titling and Registry Services within Lands. These terms and conditions apply unilaterally to all customers (government, professional and private) seeking to lodge dealings, caveats or other related instruments, plans, deeds or other related instruments or to those parties who are, or are seeking to become, a document collection box or copy request collection box holder.

- 1.3 Any party presenting documents for lodgment or registration agrees to be bound by the LPI lodgment terms and conditions as amended and varied from time to time.
- 1.4 These LPI lodgment terms and conditions shall be governed by and construed in accordance with the laws of New South Wales.
- 1.5 In the case of any conflict between these terms and conditions and the Acts and regulations applying to the operations of Lands, the Act or regulation prevails.

## 2. Definitions

In this agreement, except insofar as the context or subject matter otherwise indicates or requires, definitions are as follows.

- 2.1 1W delivery. Delivery of deliverable documents will be by registered mail, or standard mail if delivered to a post box, or DX (Document Exchange).
- 2.2 Authorised lodgment agent. An agent authorised by a listed lodging party to act on behalf of the listed lodging party under the terms of a lodgment agent authority which has been presented to and accepted by Lands and recorded in the Integrated Titling System.
- 2.3 Copy request collection box. A box to which a party has applied and been granted access to by Lands. Documents delivered to this box are only customer requested copies of documents. No deliverable documents will be delivered to the copy request collection box.
- 2.4 Copy request collection box holder. A Lands customer who has requested and been granted access to a copy request collection box.

- 2.5 Deliverable documents. An original document or other document delivered by Lands to a lodging party or another customer in the process of examination, investigation or rejection of a dealing or plan, or following registration of a dealing, plan or any other instrument.
- 2.6 Delivery address. The address nominated by a lodging party for the delivery of documents by Lands.
- 2.7 Document. A dealing, plan or associated evidence presented at the time of lodgment or following lodgment to support the registration of a dealing or plan under the *Real Property Act 1900* and associated Acts and Regulations or deed or instrument capable of being registered under the *Conveyancing Act 1919* and associated Acts and Regulations.
- 2.8 Document collection box. A document collection box facility made available at the discretion of Lands to lodging parties for the purpose of collection of invoices, land and water titles and other deliverable documents.
- 2.9 Document collection box holder. A Lands customer who has applied for and has been granted access to a document collection box.
- 2.10 Extra fees. Fees charged in addition to lodgment or request fees and charges. Extra fees may be incurred at or following lodgment.
- 2.11 Financial customer. A Lands customer who holds one or more financial customer accounts with Lands.
- 2.12 Financial customer account. An account in the Lands financial system provided at the discretion of Lands to customers for the purpose of payment of fees and charges as invoiced by Lands.
- 2.13 Financial customer account documents. Documents produced in relation to financial customer accounts including but not limited to invoices, statements and payment reminders.
- 2.14 The Integrated Titling System. ITS. A computer system used by Lands for the registration of plans and dealings, recording and management of land title details.
- 2.15 Listed lodging party. A lodging party who has:
- 2.15.1 applied for and been granted a Lands financial customer account
- 2.15.2 been accepted by Lands as a listed lodging party been accepted by Lands as a listed lodging party and recorded as such in the Integrated Titling System
- 2.15.3 been allocated a listed lodging party reference number.
- 2.16 Lodging party. The party so nominated in the relevant panel on the *Real Property Act 1900* dealing form, deed or plan lodgment form.
- 2.17 Lodgment. Presentation by a lodging party or an authorised lodgment agent of documents under the *Real Property Act 1900*, *Conveyancing Act 1919* and associated Acts and Regulations to Lands and the allocation of a distinctive reference by the Registrar General.
- 2.18 Lodgment agent authority. A document prepared, published and revised from time to time by LPI setting out the terms of an agreement between a lodging agent and a listed lodging party. Once it is accepted and recorded in ITS, the agent may then act on behalf of the listed lodging party.
- 2.19 Old system instrument. A deed or instrument capable of being registered in the General Register of Deeds.
- 2.20 POS receipt number. A receipt number issued by the cashier at the time of payment.
- 2.21 Present. Delivery to the Registrar General of documents for lodgment and registration under the *Real Property Act 1900*, *Conveyancing Act 1919* and associated Acts and Regulations.
- 2.22 Producing party. A party who produces a document which is to be used for the registration of related documents and instruments.

### 3. Document lodgment services

- 3.1 The terms and conditions in this part apply to all lodging parties unless specified otherwise.
- 3.2 By presenting a document for lodgment, a lodging party agrees to be bound by the LPI Lodgment Terms and Conditions.
- 3.3 Lands recognises that a lodging party may be acting as an agent for another party. These terms and conditions are not intended to affect:
  - 3.3.1 any agency arrangements in place between a lodging party and any other party unless otherwise specified in these terms and conditions
  - 3.3.2 Lands' right to recover from any other party any lodgment, examination, investigation, related and extra fees in relation to documents lodged by or on behalf of the lodging party.
- 3.4 The lodging party will pay all lodgment, examination, investigation, related and extra fees in relation to all document lodged by or on behalf of the lodging party, as set out in the relevant Acts and Regulations and as detailed in Lands' Circular 2007/08 Schedule of land title lodgment, examination and related fees (see attached). These fees are reviewed each year. Lands can recover from the lodging party any fees payable in connection with documents lodged by or on behalf of the lodging party.
- 3.5 All dealings, plans and other documents presented for lodgment must be accompanied by the required payment set out in the relevant Acts and Regulations and as detailed in Lands' Circular 2005/03 Schedule of land title lodgment, examination and related fees.
- 3.6 Lodging parties who do not have a financial customer account must complete payment upon presentation of documents for lodgment upon which they will be issued with a receipt. Invoice/s may be issued subsequently to the delivery address recorded on the lodgment form.
- 3.7 Lodging parties who have financial customer accounts or who have entered into specific alternate payment arrangements with Lands will have the invoice issued to the delivery address recorded in their financial customer account.
- 3.8 Invoices for extra fees, where appropriate, are to be issued to the lodging party at the delivery address with payment terms as detailed herein and on the invoice.
- 3.9 Deliverable documents will be issued to the delivery address.
- 3.10 A document produced by a producing party to enable the document to be used for the registration of related documents and instruments shall be returned as specified by the producing party on the production receipt or as per a letter of authority provided by the producing party on their business stationery.
- 3.11 Documents and plans may be delayed from registration until payment of all lodgment and related fees are received by Lands. No dealings lodged in relation to the subject land will be registered until payment of all lodgment and related fees are received by Lands.
- 3.12 Payment for extra fees is due and payable on the date indicated on the invoice.
- 3.13 Documents may only be accepted for lodgment via post at the discretion of Lands and subject to clause 3.14 below.
- 3.14 The following documents will not be accepted for lodgment via post.
  - 3.14.1 Plans, caveats, possessory applications, primary applications, application for lapsing notices, application for a new certificate of title, applications to remove obsolete covenants and restrictions on the use of land and application to record abandonment of easements.
- 3.15 Lands takes no responsibility and is not liable for any loss suffered caused by the posting of documents to or from Lands. Lands is not responsible for any loss of priority caused by the posting of documents to or from Lands. Any lodgment of documents via post is done so at the risk of the lodging party.

## 4. Financial customer accounts

- 4.1 The terms and conditions in this part apply to financial customer accounts. The terms describe how payments are to be assigned against invoices recorded in the customer's financial account including payments against specific lodgments, direct debit payments and general payments.
- 4.2 A regular Lands customer who lodges documents attracting lodgment fees of more than \$1,000 per annum may apply for a financial customer account using the appropriate application form.
- 4.3 A financial customer account holder may elect to make advance payments into their financial customer account:
- 4.3.1 at the time of presentation of documents for lodgment (to cover the lodgment fees for the documents lodged)
- 4.3.2 at any time during normal business hours of Lands.
- 4.4 Financial customer accounts must only be used for the purposes of payment of current or future services and business transactions with Lands.
- 4.5 Financial customer account holders may apply to enter into direct debit payment arrangements with Lands for payment of lodgment, examination, investigation and extra fees recorded to the listed lodging party's financial customer account by completing a Direct Debit request form (see attached).
- 4.6 Financial customer account holders will be issued with a financial account number which must be quoted on financial correspondence.
- 4.7 Financial customer account numbers will be used for collation of invoices for lodgments, adjustments and payments. Financial customer accounts will be used for the recording of invoices for lodgments, adjustments and payments.
- 4.8 Listed lodging parties are required to abide by the terms applied by Lands to financial customer accounts as detailed herein.

- 4.9 Financial customer account holders are financially liable for all lodgment and related fees recorded in their financial customer account and are responsible for payment of invoices within the payment terms set out in these terms and conditions and on the invoice.

### Invoices and fees

- 4.10 All fees and charges are payable on the date of issue of the invoice except for:
- ePlan lodgements
  - extra fees identified after lodgment.
- 4.11 Where a financial customer account holder has entered into a direct debit agreement with Lands the balance outstanding on any invoice will be debited on the due date of the invoice.

### Payments

- 4.12 Financial customer account holders may elect to make payments to their financial customer account by direct debit or by completing payment to Lands' cashier service or by other approved means.

### Allocation of payment against invoices

- 4.13 Lands will assign payments made to any financial customer account against Lands' invoices as follows.
- 4.13.1 Where a customer wishes to assign payment to specific invoices, written instructions should accompany any payment. The financial customer account number and invoice number must be clearly indicated on the written instructions.
- 4.13.2 Where payment is not specifically allocated, funds on account are automatically used to settle invoices as the invoices are due for payment. The payments will be assigned at the discretion of Lands to the oldest invoice due for payment.
- 4.13.3 Where the financial customer account holder has entered into a direct debit agreement, the customer's nominated bank account will be debited as and when each invoice is due for payment.

- 4.14 Where prepayments made to financial customer accounts are requested for assignment against any specific lodgment by use of a POS receipt number, Lands will assign the POS receipt number against the lodgment and record the same on the invoice. Such payments must be in accordance with the administrative requirements of Lands.
- 4.15 Where payment is made to Lands' cashier service the exact payment is encouraged. Lands reserves the right to charge an administrative fee for the refund of an overpayment.

### Disputes and default

- 4.16 Where any financial customer is in default, Lands reserves the right to decline to receive documents presented for lodgment by the financial customer or any agent including an authorised lodgment agent, unless payment is completed in advance for any documents presented for lodgment while the account remains in default.
- 4.17 A financial customer may dispute any invoice raised by Lands by presenting a notice of invoice dispute in writing (via facsimile, email, ordinary post or personally at the customer enquiry counter) to Lands, detailing the invoice disputed and reasons for disputation.
- 4.18 Lands will endeavour to confirm or adjust the disputed invoice within 14 days and advise the financial customer of its decision.
- 4.19 An invoice in dispute will be flagged on the financial customer account in the Lands financial system. An invoice in dispute will be indicated by the symbol '\*' on the statement, which will highlight that the invoice is pending resolution.
- 4.20 A financial customer must at all times ensure that their financial customer account/s is not in default.
- 4.21 Documents and plans may be delayed from registration until payment of all lodgment and related fees, including additional fees, is received by Lands.

### Change of details

- 4.22 The financial customer shall notify Lands, in writing within seven days, of any change to the financial customer's name, street or postal address, telephone number/s or email contact details.
- 4.23 Lands reserves the right to periodically require the financial customer to confirm information including the document collection box holder's name, street or postal address, telephone number/s or email contact details, in writing.

## 5. ePlan customers

- 5.1 ePlan provides for electronic lodgment, examination, storage and dissemination of subdivision plans.
- 5.2 The *Conveyancing Legislation Amendment (e-plan) Act 2002* commenced in August 2002 following gazettal of the various amended Regulations. It provides the legal basis for the electronic lodging of plans and accompanying documents.
- 5.3 A person approved to lodge plans electronically can only be:
- a NSW Registered Surveyor
  - a nominated representative of a surveyor's company
  - an authorised representative of a government agency.
- 5.4 Approval to lodge plans for registration will only be given following successful lodgment of test data comprising all elements of a lodgment 'bundle'.
- 5.5 Before an authorised person can lodge a plan electronically, they must be approved by the Registrar General and obtain a user ID and password.
- 5.6 Other documents accompanying a plan must be lodged electronically except the Certificate of Title, copies of court orders and certain other documents.
- 5.7 Signatures, seals and certificates are required to be endorsed on an approved form for signatures to be lodged electronically with the plan.



- 5.8 The approved form for signatures can also be used for plans lodged manually.
- 5.9 Where a plan and associated documents are lodged electronically, the documents bearing original signatures, e.g. approved form for signatures and 88B instrument, are to be retained by the approved party for 12 months after the plan has been registered.
- 5.10 ePlan users should refer the NSW Department of Lands website [www.lands.nsw.gov.au/onlineservices/ePlan](http://www.lands.nsw.gov.au/onlineservices/ePlan) for application details for a user ID and password and other relevant ePlan information.
- 6.7 A listed lodging party may authorise one or more authorised lodgment agents to act on their behalf under the terms of a lodgment agent authority. A listed lodging party does not have to appoint an authorised lodgment agent unless the listed lodging party is not the holder of a document collection box.
- 6.8 An authorised lodgment agent is only authorised to act in relation to documents lodged on behalf of the listed lodging party which records the document collection box of the authorised lodgment agent in the delivery instructions noted on the dealing or lodgment form.

## 6. Listed lodging parties

- 6.1 The terms and conditions in this part apply to listed lodging parties. Listed lodging parties are required to abide by the terms and conditions and as amended from time to time.
- 6.2 A lodging party may apply to become a listed lodging party if the lodging party has a financial customer account with Lands and either has been allocated a document collection box or has appointed an authorised lodgment agent.
- 6.3 Acceptance as a listed lodging party is at the sole discretion of Lands.
- 6.4 Listed lodging parties are issued with a listed lodging party number which should be quoted on all correspondence and documents lodged with Lands.
- 6.5 Listed lodging parties are required to include their document collection box number, or the document collection box number of their authorised lodgment agent and their listed lodging party number in the relevant panels on the Real Property Act dealing forms, plan lodgment forms and other lodgment forms when they present a document/s.
- 6.6 Listed lodging parties who have not entered into approved alternative payment arrangements with Lands must complete payment upon presentation of documents for lodgment. Upon payment the listed lodging party will be issued with a receipt.
- 6.9 The listed lodging party will pay all lodgment, examination, investigation and extra fees in relation to all documents lodged by or on behalf of the listed lodging party as set out in the relevant Acts and Regulations and as detailed in Lands' Circular 2007/08 Schedule of Land Title Lodgment, Examination and Related Fees or visit [www.lands.nsw.gov.au](http://www.lands.nsw.gov.au). Lands can recover from the listed lodging party any fees payable in connection with documents lodged by or on behalf of the listed lodging party.
- 6.10 Lands reserves the right to record lodgment and related fees arising from documents presented for lodgment by the authorised lodgment agent on behalf of the listed lodging party to the listed lodging party's financial customer account.
- 6.11 The delivery address for deliverable documents (other than plans and related documents) returnable to a listed lodging party must be the document collection box of the listed lodging party or the document collection box of its authorised lodgment agent. Deliverable documents (other than plans and related documents) may only be delivered to a document collection box or to a person authorised to uplift a document at the customer enquiry counter.
- 6.12 A listed lodging party, whose default delivery method is 1W as at 18 October 2004 may continue, at the discretion of Lands, to receive deliverable documents by means of 1W.

## 7. Authorised lodgment agents

- 7.1 The terms and conditions in this part apply to authorised lodgment agents. They detail terms and conditions by which an authorised lodgment agent may act on behalf of a listed lodging party in matters relating to the lodgment, examination, investigation and registration of dealings, plans and documents. These terms and conditions and the provisions of the Lodgment Agent Authority form prevail to the extent of any inconsistency between:
- 7.1.1 these terms and conditions and the lodgment agent authority
  - 7.1.2 any other agency arrangements in place between an authorised lodgment agent and a listed lodging party.
- 7.2 A listed lodging party does not have to appoint an authorised lodgment agent unless the listed lodging party is not the holder of a document collection box.
- 7.3 Only a listed lodging party or a party applying to become a listed lodging party may appoint an authorised lodgment agent. The lodgment agent authority will not be effective until the lodging party becomes a listed lodging party and the lodgment agent authority is recorded in ITS.
- 7.4 Only a listed lodging party with a document collection box may be appointed as an authorised lodgment agent.
- 7.5 An authorised lodgment agent may only be appointed by a lodging agent authority in the form approved by Lands. Where Lands accepts a lodgment agent authority a record of the authority will be made in ITS. A lodgment agent authority is not effective until recorded in ITS.
- 7.6 Acceptance of the appointment of an authorised lodgment agent pursuant to any lodgment agent authority is at the sole discretion of Lands.
- 7.7 Once the lodgment agent authority is recorded in ITS, Lands will recognise the authorised lodgment agent as the agent of the listed lodging party for the purposes of section 33A of the *Real Property Act 1900* without any further evidence.
- 7.8 Except where otherwise provided in these terms and conditions, a lodgment agent authority permits the authorised lodgment agent to:
- 7.8.1 present for lodgment dealings, plans or other documents on behalf of the listed lodging party
  - 7.8.2 receive deliverable documents arising from lodgments made by or on behalf of the listed lodging party to the document collection box of the authorised lodgment agent
  - 7.8.3 uplift and relodge unregistered dealings, plans and other documents
  - 7.8.4 receive registration advice and other deliverable documents.
- 7.9 A lodgment agent authority does not allow the authorised lodgment agent to authorise:
- 7.9.1 the use of a Certificate of Title or other document for any purpose other than the purpose for which the document was originally produced or lodged
  - 7.9.2 a change in delivery directions for a Certificate of Title
  - 7.9.3 a withdrawal from registration (or recording) of a dealing, caveat or plan.
- 7.10 The listed lodging party will pay all lodgment, examination, investigation and extra fees in relation to all documents lodged by or on behalf of the listed lodging party as set out in the relevant Acts and Regulations and as detailed in Lands' Circular 2007/08 Schedule of Land Title Lodgment, Examination and Related Fees. Lands can recover from the listed lodging party any fees payable in connection with documents lodged by or on behalf of the listed lodging party.

- 7.11 Lands can record to the listed lodging party's financial customer account all lodgment and related fees arising from documents presented for lodgment by the authorised lodgment agent on behalf of the listed lodging party.
- 7.12 The listed lodging party acknowledges that deliverable documents will be delivered to the document collection box of their authorised lodgment agent where so detailed on *Real Property Act 1900* form/s, plan or deed lodgment forms.
- 7.13 If at any time an authorised lodgment agent's document collection box is withdrawn, or their accreditation as a listed lodging party is terminated by Lands, any lodgment agent authority appointing that party as an authorised lodgment agent is terminated.
- 7.14 Lands reserves the right to require any representative/s of a listed lodging party or of an authorised lodgment agent to present proof of identity documentation and/or proof of authorisation to enter into contractual arrangements in connection with any lodgment agent authority at any time.
- 7.15 Notwithstanding that a document or documents were lodged by an authorised lodgment agent on behalf of a listed lodging party, a listed lodging party may do all things and take all actions in respect to the documents to which they are the listed lodging party.
- 7.16 For a lodgment to be valid under this authority:
- 7.16.1 the listed lodging party and the authorised lodgment agent must be current listed lodging parties with Lands
- 7.16.2 the lodgment agent authority document must be current, recognised by Lands and recorded in ITS
- 7.16.3 the authorised lodgment agent's document collection box must not be in default, suspended, discontinued or reassigned
- 7.16.4 Lands must not have received any notice of termination of the lodgment agent authority by either the listed lodging party or the authorised lodgment agent.

### **Term and termination**

- 7.17 A lodgment agent authority is valid until terminated by either party or is cancelled by Lands.
- 7.18 Lands reserves the right to cancel a lodgment agent authority by notification in writing specifying the date of effect and reason for cancellation. Notice shall not be less than one month.
- 7.19 Where the parties wish to terminate the lodgment agent authority, a termination of lodgment agent authority must be complied with and recorded with Lands one month prior to the actual termination. For documents that have already been produced or presented to LPI, specific written instructions from the listed lodging party will be required for each dealing, caveat, plan, instrument or requisition that is to be delivered other than according to the instructions provided on the documents at the time of presentation.

## **8. Document collection boxes**

- 8.1 These terms and conditions set out the rights and responsibilities of document collection box holders. These terms and conditions apply to all document collection boxes, document collection box services and customers granted access to a document collection box made available by Lands at its Queens Square premises.

### **Period of service**

- 8.2 The document collection box service is provided at the discretion of Lands.

### **Conditions of service**

- 8.3 To qualify for and continue to hold a document collection box, document collection box holders are required to have a reasonable number of deliverable documents (as determined by Lands) delivered to the document collection box on a regular basis.



- 8.4 Document collection boxes are to be cleared at a minimum frequency of at least once each calendar week, more often if volumes require and within one working day of any request by Lands to the document collection box holder.
- 8.5 Clearance of document collection boxes includes removal of circulars, information bulletins, invoices, letters and other notices to document collection box holders.
- 8.6 Any document placed by Lands in any document collection box is deemed to have been delivered by Lands once delivered to the document collection box.
- 8.7 Lands reserves the right to require any document collection box holder requesting the reissue of any document to complete the application and payment procedures required under the *Real Property Act 1900* for the relevant document/s.
- 8.8 Should a document collection box holder believe that they did not receive a deliverable document, the document collection box holder should make an application for the lost deliverable document within one month of registration, rejection or withdrawal. (For Certificate/s of Title see clause 8.9 below). The document collection box holder should provide sufficient evidence including a statutory declaration and a letter requesting a certified copy of the registered document.
- 8.9 A document collection box holder undertakes to reconcile the checklist of Certificate/s of Title provided against the Certificate of Titles received and report any discrepancy to the Manager, Property Information Delivery Services before the holder leaves the Queens Square premises of Lands. Should the document collection box holder fail to reconcile the checklist, Lands reserves the right to require the document collection box holder to comply with the application and payment procedures required under the relevant Act.
- 8.10 Document collection boxes must be securely locked after use. It is the responsibility of the document collection box holder to ensure their document collection box is securely locked.
- 8.11 Document collection boxes must only be used for the receipt of deliverable documents, circulars, information bulletins, invoices, letters and other notices produced by Lands.
- 8.12 Information regarding the contents of any document collection box will not be disclosed to any person, either over the counter or by telephone. Lands staff will not check the document collection box nor disclose the contents of any document collection box. Boxes will not be accessed by Lands staff on behalf of customers, other than following the written request of the document collection box holder as detailed under paragraph 8.16.

### **Box keys**

- 8.13 Document collection box key/s remain the property of Lands.
- 8.14 The original and any duplicate document collection box key/s are required to be returned to Lands within seven days upon cancellation or termination of access to the document collection box facility.

### **Lost keys**

- 8.15 Where the key/s to a document collection box have been lost, a document collection box holder may apply for the issue of a replacement key and lock as well as the urgent clearance of their document collection box. The written request must detail the circumstances of the loss of the key(s). To request this service, the document collection box holder must make written application, using the business stationery of the document collection box holder, to the Manager, Property Information Delivery Services and pay the appropriate fee.

### **Delivery of documents**

- 8.16 Lands reserves the right to deliver all Lands deliverable documents bearing the document collection box number details to that document collection box.
- 8.17 Unless otherwise instructed at the time of lodgment, all deliverable documents will be delivered to the known document collection box of the lodging party.

### **No transfer or assignment**

8.18 A document collection box cannot be transferred or assigned by the document collection box holder.

### **Change of details**

8.19 The document collection box holder shall notify Lands in writing, and within seven days, of any change to the document collection box holder's name, street or postal address, telephone number/s or email contact details.

8.20 Lands reserves the right to periodically require the document collection box holder to confirm information including the document collection box holder's name, street or postal address, telephone number/s or email contact details in writing.

### **Cancellation**

8.21 The document collection box holder may cancel their access to the document collection box facility at any time upon seven days written notice to the Manager, Property Information Services.

### **Delivery service**

8.22 The document collection box holder must notify Lands in writing within seven days if the holder has no intention to continue to use the document collection box and must return the key and all duplicates within a further seven days.

8.23 In the event that the document collection box holder cancels their access to the document collection box, the document collection box holder must provide written instructions as to the alternate delivery means for deliverable documents. Should the document collection box holder fail to provide Lands with an alternate delivery address, Lands reserves the right to deliver any and all documents to the address of the listed lodging party recorded with Lands or retain the documents pending advice from the listed lodging party.

### **Termination**

8.24 Lands reserves the right to terminate the provision of any document collection box facility at any time by giving one months written notice specifying the date of and reasons for the termination to the document collection box holder.

8.25 Lands reserves the right to terminate the provision of any document collection box facility at any time by giving two weeks written notice specifying the date of termination to the document collection box holder in any case where:

- a document collection box holder fails to observe or perform any term, condition or obligation contained in these terms and conditions
- a document collection box is used for any purpose other than the delivery of Lands' documents, circulars and other notices
- a document collection box is being utilised by any person or body other than the document collection box holder, unless the person or body holds specific written authorisation from the document collection box holder to access the document collection box.

### **Limitation of liability release and indemnity**

8.26 Subject to Lands' terms and conditions, Lands shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Lands in relation to the provision of this facility or any other matter or thing relating to these terms and conditions.

## 9. Copy request collection box

9.1 These terms and conditions set out the rights and responsibilities of copy request collection box holders. They apply to all customers who have applied for and been granted access to a copy request collection box.

### Period of service

9.2 The copy request collection box service is provided at the sole discretion of Lands.

### Conditions of service

9.3 To qualify for and continue to hold a copy request collection box, copy request collection box holders are required to have a reasonable number (as determined by Lands) of copy requests delivered to the copy request collection box on a regular basis.

9.4 Copy request collection boxes are to be cleared at a minimum frequency of at least once each calendar week, more often if volumes require, and within one working day of any request by Lands to the copy request collection box holder.

9.5 Clearance of copy request collection boxes includes removal of circulars, information bulletins, letters and other notices to box holders.

9.6 Boxes will not be accessed by Lands staff on behalf of customers other than following the written request of the copy request collection box holder as detailed under paragraph 8.12.

9.7 Any document placed by Lands in any copy request collection box is deemed to have been delivered by Lands once delivered to the copy request collection box.

9.8 Should a copy request collection box holder desire the reissue of a document which they consider was not delivered, they must present supporting evidence which must include the butt of the copy request ticket or remote delivery request number to the Property Information Delivery Services' customer enquiry counter.

9.9 Information regarding the contents of any copy request collection box will not be disclosed to any person, either over the counter or by telephone.

9.10 Copy request collection boxes must be securely locked after use. It is the responsibility of the copy request collection box holder to ensure the copy request collection box is securely locked.

9.11 Copy request collection boxes must not be used for any purpose other than the delivery by Lands of copies, circulars and notices to the copy request collection box holder.

### Box keys

9.12 The original and any duplicate copy request collection box key/s are required to be returned to Lands within seven days upon cancellation or termination of access to the copy request collection box facility.

### Lost keys

9.13 Where the key/s to a copy request collection box has been lost a copy request collection box holder may apply for the issue of a replacement key and lock, as well as the urgent clearance of a copy request collection box. The written request must detail the circumstances of the loss of the keys. To request this service, the copy request collection box holder must make written application, using the business stationery of the copy request collection box holder, to the Manager, Property Information Delivery Services and pay the appropriate fee.

### Delivery of documents

9.14 Lands reserves the right to deliver all requested copies bearing the copy request collection box number details to that copy request collection box.

### No transfer or assignment

9.15 A copy request collection box cannot be transferred or assigned by the copy request collection box holder.

### Change of details

9.16 The copy request collection box holder shall notify Lands in writing, within seven days, of any change to the copy request collection box holder's name, street or postal address, telephone number/s or email contact details.

9.17 Lands reserves the right to periodically require the copy request collection box holder to confirm information including the copy request collection box holder's name, street or postal address, telephone number/s or email contact details in writing.

### **Cancellation**

9.18 The copy request collection box holder may cancel their access to the copy request collection box facility at any time upon seven days written notice to the Manager, Property Information Service.

9.19 The copy request collection box holder must notify Lands in writing within seven days if the holder has no intention to continue to use the copy request collection box and must return the key and all duplicates within a further seven days.

### **Termination**

9.20 Lands reserves the right to terminate the provision of any copy request collection box facility at any time by giving one months written notice specifying the date of and reasons for termination to the copy request collection box holder.

9.21 Lands reserves the right to terminate the provision of any copy request collection box facility at any time by giving two weeks written notice specifying the date of termination to the copy request collection box holder in any case where:

- a copy request collection box holder fails to observe or perform any term, condition or obligation contained in these terms and conditions
- a copy request collection box is used for any purpose other than the delivery, by Lands, of copies of documents, circulars and other notices
- a copy request collection box is being utilised by any person or body other than the document collection box holder, unless the person or body holds specific written authorisation from the document collection box holder to access the document collection box.

### **Limitation of liability release and indemnity**

9.22 Subject to Lands' terms and conditions, Lands shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Lands, in relation to the provision of this facility, or any other matter or thing relating to these terms and conditions.

## **10. Miscellaneous provisions**

### **No agency**

10.1 Nothing contained in these terms and conditions shall create a relationship between Lands and any of the other parties referred to in these terms and conditions.

### **Waiver not consent to breach**

10.2 No waiver by Lands of any breach of any of these terms or conditions shall operate as a waiver of another breach of the same or of any other term or condition.

### **Tender types**

10.3 The following tender types are accepted, over the counter, at Lands at the time of lodgment:

10.3.1 cash

10.3.2 money order or bank cheque

10.3.3 Visa and Mastercard credit cards to a limit of \$10,000.00.

10.3.4 debit card.

Lands reserves the right to deny acceptance of payment by personal cheque.

10.4 The following tender types are accepted at time of lodgment via post:

10.4.1 money order or bank cheque.

Lands reserves the right to deny acceptance of payment by personal cheque.

- 10.5 The following tender types are accepted at time of lodgment using elodgment:
- 10.5.1 Visa and Mastercard credit cards to a limit of \$10,000.00.
- 10.6 Payment may be made via direct debit only if Lands has agreed to enter into direct debit arrangements and Lands has received a direct debit agreement and a direct debit request form completed by the financial customer account holder.
- 10.7 Lands reserves the right to levy an administrative fee on the lodging party where payment on an invoice by cheque or direct debit is dishonoured.
- 10.13 Should Lands become aware that a document collection box holder is not accessing their document collection box, Lands may deliver notices to the business address held by Lands for the listed lodging party or the document collection box holder.
- 10.14 Any notice required to be served by or under these terms and conditions to Lands should be directed in writing to the Manager, Property Information Services.

### **Variation**

- 10.8 These terms and conditions may be added to, varied or withdrawn at any time by Lands by giving written notice to the relevant customers.

### **Notice**

- 10.9 Any notice required to be served by or under these terms and conditions to the copy request collection box holder shall be sufficiently given to the copy request collection box holder if delivered to the copy request collection box made available under these terms and conditions.
- 10.10 Should Lands become aware that a copy request collection box holder is not accessing the copy request collection box, Lands may deliver any notice to the business address noted in ITS.
- 10.11 Any notice required to be served by or under these terms and conditions to the financial customer account holder shall be sufficiently given to the financial customer account holder if delivered to the document collection box of the financial customer account holder or to the address recorded in their financial customer account.
- 10.12 Any notice required to be served by or under these terms and conditions to the document collection box holder shall be sufficiently given to the document collection box holder if delivered to the document collection box made available under these terms and conditions.



## NOTES

## NOTES

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