



**LAND
REGISTRY
SERVICES**

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Proposed Terms and Conditions – September 2018

NSW LRS announced on 19 June 2018 we were undertaking a review of our separate sets of customer terms and conditions.

We are happy to advise that, in consultation with the Office of the Registrar General, we have completed our review and are publishing a single set of proposed Terms and Conditions.

The proposed Terms and Conditions can be accessed on our website

http://www.nswlrs.com.au/_data/assets/pdf_file/0004/224383/NSW_LRS_Proposed_Terms_and_Conditions_September_2018.pdf

The proposed Terms and Conditions combine and update the following existing terms and conditions

- Lodgment Terms & Conditions
- ePlan Terms
- PPN Terms
- Property Information Counter Service Terms & Conditions
- HLRV Terms
- NSW LRS Portal Terms & Conditions

The nature of the proposed Terms and Conditions is to provide a single set of terms that simplifies the relationship between NSW LRS and all of our customers.

We would like to invite our customers and stakeholders to provide feedback on the proposed Terms and Conditions by close of business Friday 12th October 2018.

Please provide any feedback, or questions regarding the proposed Terms and Conditions via our feedback form

http://www.nswlrs.com.au/about_nswlrs/nsw_lrs_customer_terms/customer_terms_feedback_form

We will be providing further information and updates on the progress of the proposed Terms and Conditions following the end of the consultation period.

Summary of Clauses and some changes

As a guide to assist when reviewing the proposed Terms and Conditions we have set a short summary of the Clauses and some of the changes:

- **Clause 1 – Lodgment at NSW LRS**
 - Sets out changes to practices for lodging documents and plans under a new definition of Regular and Non-Regular Customers:
 - A Regular Customer must lodge all documents through the Bulk Lodgment Service except for Orders of Court, caveats, writs or any Urgent Document or Urgent Plan.
 - A Non-Regular Customer must be the Lodging Party and present photo identification when lodging documents and plans.
 - Definitions specific to the Terms and Conditions (including Regular and Non-Regular Customer) are set out in Clause 15 of the Terms and Conditions.
 - NSW LRS can only deal with the Non-Regular and Regular Customer identified on the Document or Plan as the Lodging Party.
 - Requisitions will only be sent to the Lodging Party of the Document or Plan. Surveyors will no longer receive a separate requisition if they are not the Lodging Party.

- **Clause 2 – Access to ePlan Lodgment Channel**
 - Combining ePlan terms with PPN terms.

- **Clause 3 – Property Information Counter Services**
 - Sets out the terms for attending NSW LRS and using the Property Information Services.

- **Clause 4 – NSW LRS Online including the HLRV Application**
 - Combining the LRS Portal terms and conditions with the HLRV terms and conditions. *(Note: the clauses relating to the HLRV remain under discussion with the Office of the Registrar General and may be subject to further change).*

- **Clause 5 – Invoice and Payment Options**
 - Payment of Lodgment Fees is due at Lodgment.
 - Payment of all fees due to NSW LRS is required for registration to occur
 - Regular Customers (except an Approved Person using the ePlan Lodgment Channel) must pay by direct debit.
 - Non-Regular Customers can pay by EFTPOS, Visa, or MasterCard debit or credit card, bank cheque or a Money Order.
 - A card payment surcharge will be applied in line with the Reserve Bank of Australia standard *(Note this clause remains under discussion with the Office of the Registrar General and may be subject to change).*

- **Clause 6 – Consequences of Non-Payment**
 - Sets out the actions available to NSW LRS for non-payment of fees.

- **Clause 7 – Privacy**
 - Sets out the privacy provisions and legislation applicable to these Terms and Conditions.
- **Clause 8 – Intellectual Property Rights**
 - Sets out the intellectual property provisions and legislation applicable to these Terms and Conditions.
- **Clause 9 – Inconsistency**
 - Sets out the precedent if there is inconsistency with legislation within these Terms and Conditions.
- **Clause 10 – Complaint**
 - Procedure for lodging a complaint with NSW LRS.
- **Clause 11 and Clause 12 – Warranty and Liability**
 - Sets out the terms relating to warranties and liabilities.
- **Clause 13 and Clause 14 – Variation and General Terms**
 - Sets out how the Terms and Conditions may be varied or amended and includes other terms.
- **Clause 15 – Definitions**
 - Provides definitions of words within the Terms and Conditions.

Related Information

This announcement is available on our website www.nswlrs.com.au.

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