

LPI lodgment terms and conditions

Updated March 2017*



Land & Property
Information

*Includes section on Intellectual Property Rights

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1 - Introduction

1.1 Land and Property Information (LPI) provides lodgment and registration services for plans and transactions involving Torrens title and Old System land, other deeds to be entered in the General Register of Deeds and Water Access Licences.

1.2 These terms and conditions for lodgment and registration services provided by Titling and Registry Services of LPI 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. The terms and conditions apply to all customers (government, professional and private) seeking to lodge dealings, caveats, plans, deeds and related instruments.

1.3 Any party presenting documents for lodgment or recording agrees to be bound by the LPI lodgment terms and conditions as amended and varied from time to time.

1.4 All documents presented for lodgment must be in order and must comply with the requirements as set out in the Registrar General's Directions. Documents must also comply with the requirements set out in the LPI Fact Sheet Stamping and Marking Documents Before Lodging at Land and Property Information.

1.5 These LPI lodgment terms and conditions shall be governed by and construed in accordance with the laws of New South Wales.

1.6 In the case of any conflict between these terms and conditions and the Acts and Regulations, the Act or Regulation prevails.

Please refer to LPI's website http://www.lpi.nsw.gov.au/publications/fact_sheets for the most current versions of "LPI lodgment terms and conditions" and "Stamping and Marking Documents Before Lodging at Land and Property Information". The Registrar General's Directions can be found at <http://rgdirections.lpi.nsw.gov.au>.

2 - Definitions

These terms and conditions apply to all documents presented for manual lodgment. In these terms and conditions, except insofar as the context or subject matter otherwise indicates or requires, definitions are as follows.

2.1 1W delivery

Delivery of deliverable documents to customers that do not hold a physical document collection box will be by registered mail, or standard mail delivered to a DX (Document Exchange). This includes delivery of documents for LPI account holders who have a virtual document collection box.

2.2 Ad valorem fee

The sliding scale fee applied to property transfers above a specified property value and where the agreement for sale was signed between 1 July 2010 and 30 June 2011.

For more details see under "Torrens Assurance levy" under the "Land Titles" tab on the LPI website.

2.3a Bulk dealing lodgment

This is a lodgment service where a bundle of one or more dealings may be presented for lodgment and left for later lodgment and examination by LPI. Also see Lodgment.

2.3b Bulk plan lodgment

A lodgment service where a deposited plan or strata plan may be presented for lodgment and left for later lodgment and examination by LPI.

2.4 Bundle number

The ten digit receipt number applied to pre-paid dealings and plans lodged through the LPI bulk lodgment services.

2.5 Copy request collection box

A box for which a customer has applied and been granted access by LPI. This box is only for requested copies of documents. No deliverable documents will be placed in a copy request collection box.

2.6 Customer account

An account applied for by a lodging party and granted at the discretion of LPI for the purpose of payment of invoiced fees and charges. A customer account is linked to the customer's ABN on a one to one basis.

2.7 Customer account documents

Documents produced in relation to customer accounts including but not limited to tax invoices, statements and breach notices.

2.8 Customer account number

Also known as Listed Lodging Party Number (LLPN), is the account number with an alpha digit at the end. The customer account number must be shown with the lodging party name and address for all dealings and plans lodged through the bulk lodgment service. eg. 123456A.



2.9 Deliverable document

A document delivered by LPI to a lodging party, surveyor, producing party or other party with an authority in writing, relating to the examination, investigation, rejection or registration of a dealing, plan or related instrument. Documents are only delivered to the party having legal carriage of the dealing or plan. See Section 33A(5) Real Property Act 1900.

2.10 Delivery address

The address nominated by a lodging party for the delivery of documents by LPI. The default delivery address for most documents will be a customer's LPI document collection box unless otherwise requested. Email is also used for delivery of some documents such as tax invoices and letters of requisition.

2.11 Document

A caveat, dealing, plan or associated evidence presented at the time of lodgment or following lodgment to support the registration of a dealing, or recording of a caveat, under the Real Property Act 1900, Water Management Act 2000 and associated Acts and Regulations or a plan, deed or other instrument capable of being registered under the Conveyancing Act 1919 or Strata Schemes legislation and associated Acts and Regulations.

2.12 Document collection box

A box for which a customer has applied and been granted access by LPI. This box is only for the collection of deliverable documents and extra fee tax invoices. A document collection box number is required for bulk lodgment of dealings and/or plans.

2.13 eNOS

See NOS form

2.14 Extra fees

Additional fees which may be incurred at or following lodgment.

2.15 Instrument

Any grant, certificate of title, conveyance, assurance, dealing, deed, map, will, probate or any other document in writing relating to the disposition, devolution or acquisition of land or evidencing title there to.

2.16 Lodging party

The party so nominated in the relevant panel on a caveat or dealing form, deeds index particulars lodgment sheet or plan lodgment form responsible for carriage of lodged document(s) and payment of all associated fees.

2.17 Lodgment

The acceptance by LPI of any caveats, dealings, deeds, plans and other documents presented manually for lodgment, examination and, if in order, registration.

2.18 myAccount

This is a facility on the LPI Online portal that allows customer account holders to manage their account, view their account balance and to make online credit card payments against tax invoices. See <http://online.lpi.nsw.gov.au/wps/portal/six/services>

2.19 myInvoice

This is a facility on the LPI Online portal that allows payment against an LPI tax invoice using an accepted credit card of up to \$10,000.00 per card per day. A Customer Account Number is also needed. See <http://online.lpi.nsw.gov.au/wps/portal/six/services>

2.20 NOS form

A Notice of Sale (NOS) form is used to notify local councils, water supply authorities and relevant rating authorities of changes in ownership of land held under the Real Property Act 1900. For more information regarding Notice of Sale refer to our website <http://www.lpi.nsw.gov.au/> and see under "About LPI", "FAQs" and "What is a Notice of Sale or Transfer of Land (NOS) form?".

The NOS form is a registrable form under the Real Property Act 1900. A NOS or eNOS must be certified to be correct and include the date of contract, date of settlement and purchase price where lodged as part of a property transfer document.

eNOS is the electronic version of a NOS form that can be completed on and submitted through the LPI Online Portal. See <http://online.lpi.nsw.gov.au/wps/portal/six/services>. The eNOS ID must be shown on the dealing form and must be certified.

2.21 Personal lodgment

A face to face lodgment service where a lodging party may lodge deeds and/or up to six prescribed dealings (refer to LPI Circular 2007-13 under Publications on the LPI website <http://www.lpi.nsw.gov.au/>) at any one time for immediate examination.

2.22 Pre-payment. A lodging party may make an advanced payment at the LPI Cashiers before presenting documents for lodgment through the Bulk lodgment service.

2.23 Present for lodgment

Presentation to LPI of documents for lodgment and registration in accordance with the Real Property Act 1900, Conveyancing Act 1919, Strata Schemes legislation, Water Management Act 2000 and associated Acts and Regulations.

2.24 Producing party

This is a party that produces a document or instrument to LPI which is to be connected to and used for the registration of related documents and instruments. A produced document or instrument must be accompanied by a production ticket which may be purchased from the LPI Cashiers.

2.25 Property Transfer

This is a dealing that changes the ownership of an estate in land under the Real Property Act 1900. A full list of property transfer documents can be found on the LPI website attached to LPI Circular 2008-10. See under Publications.

2.26 Requisition

A communication in writing (by post or email) or by telephone to the lodging party and/or surveyor advising that one or more of the documents lodged is not in order for registration. All requisitions must be satisfied within the specified time or documents lodged may be rejected and lodgment fees forfeited.

2.27 Sydney Metropolitan Area

The area encompassing the local government areas as determined from time to time by the NSW Local Government Boundaries Commission.



3 - Document lodgment services

3.1 The terms and conditions in this part apply to all lodging parties unless specified otherwise.

3.2 A lodging party may present a plan for lodgment, using Personal Lodgment or Bulk Lodgment or ePlan.

3.3 LPI acknowledges that a lodging party may be acting for a third party. These terms and conditions are not intended to affect any arrangements in place between a lodging party and any third party. Under Section 33A(5) of the Real Property Act 1900. LPI can only deal with the party shown on the document as the lodging party and not with any third party that may present the document for lodgment.

3.4 The lodging party, shown in the 'Lodged By' panel on the document or lodgment form, is responsible for the payment of lodgment (including ad valorem), examination, investigation, related and extra fees for all documents lodged, as set out in the relevant Acts and Regulations.

3.5 Upon receipt of an LPI tax invoice the fees and charges must be paid by the due date shown on that tax invoice. This includes any fees or charges by LPI with regard to dishonoured cheques.

3.6 Non payment of fees may result in a requisition being issued to the lodging party. Where a document has been registered and the relevant fees not paid LPI will take further action to recover the debt.

3.7 Deliverable documents, requisitions and registration notices will be delivered to the lodging party address shown in the 'Lodged By' panel on the document or lodgment form. Where an account holder has a physical document collection box that box will be used. Requisitions and Registration Notices may be delivered electronically where a lodging party has made this request and provided a suitable email address.

3.8 The party entitled to uplift a dealing or plan or other associated instrument is the party noted on the document or lodgment form as the lodging party, or another party with written authority by that lodging party.

3.9 A document from a producing party to enable that 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.

3.10 Registration of plans and dealings may be delayed until payment of all lodgment and related fees are received. Where a dealing is registered prior to payment being made any lodged certificate of title may be retained until payment is received.

3.11 Subject to 3.11 and 3.12 documents sent to LPI by post from outside the Sydney Metropolitan Area will only be accepted where they are lodged by private individuals. Documents sent to LPI by post from within the Sydney Metropolitan Area will only be accepted from private individuals where they are accompanied by a written request advising of the specific circumstances why they cannot be lodged by hand.

3.12 All documents sent for lodgment by post must be accompanied by the correct fees. Details regarding fees can be found on the LPI website under the "Land Titles" tab.

3.13 The following documents will not be accepted by post: plans (except for pre-examination); caveats; writs; possessory applications; primary applications; application for lapsing notices; application for a replacement certificate of title; applications to remove obsolete covenants and restrictions on the use of land and application to record abandonment of easements.

3.14 LPI takes no responsibility and is not liable for any loss suffered or caused by the posting of documents to or from LPI. LPI is not responsible for any loss of priority caused by the posting of documents to or from LPI. Any documents sent by post are done so at the risk of the lodging party.

3.15 Documents must be lodged in the approved manner. Should a Lodging Party have a concern as to priority, they should seek an exception to the approved manner by providing a supporting letter to the Deputy Registrar of Dealings at the time of presentation of the documents for lodgment.

4 - Customer Accounts

4.1 The terms and conditions in this part apply to customer accounts. The terms describe how payments are to be assigned against tax invoices and recorded in the customer's account including payments against specific lodgments, direct debit payments, pre-lodgment payments and general payments.

4.2 An LPI customer that presents documents for lodgment as a lodging party may apply for a customer account using the "Customer account application kit" on the LPI website. This kit can be found under "General forms" under the "Land Titles" tab.

4.3 A customer account holder may elect to make advance payments into their customer account for payment of future tax invoices.

4.4 Customer account holders may make pre-payments for bulk lodgment of dealings and/or plans. Pre-payments of the correct amount may be paid against a specific bundle of dealings or plans lodged in bulk. A copy of the receipt must accompany the documents when presented for lodgment. Dealings being lodged through the bulk lodgment service must include a lodgment cover sheet showing documents being lodged and amounts being paid, including any ad valorem fees. The ten digit receipt number will be added to your tax invoice to assist with reconciliation.

4.5 Customer account holders may apply to enter into direct debit payment arrangements with LPI by completing a Direct Debit request form. This form can be found under "General forms" under the "Land Titles" tab on the LPI website. Direct debit will only be used for payment of tax invoices.

4.6 Where a customer account holder has entered into a direct debit agreement with LPI the balance outstanding on any tax invoice will be debited from the account specified by the customer on the due date of the tax invoice.

4.7 Customer account holders may apply to enter into Electronic Funds Transfer (EFT) payment arrangements with LPI by completing an Electronic Funds Transfer request form. This form can be found under "General forms" under the "Land Titles" tab on the LPI website. EFT will only be used for payment of tax invoices.



4.8 Tax invoices must be paid in full on due date shown on invoice. Part payment will not be accepted unless otherwise arranged in advance or as directed by LPI staff.

4.9 Payment of tax invoices may be made by direct debit, EFT, cash, cheque, EFTPOS, approved credit cards, money orders or by the LPI myInvoice facility. LPI does not accept payment by American Express or Diners Club credit cards.

4.10 Payments made by approved credit cards may be made to a maximum of \$10,000 per card per day.

4.11 LPI will assign payments made to a customer account against outstanding tax invoices. Where payment is not specifically allocated, funds on account are automatically used to settle overdue tax invoices.

4.12 Where payment is made to LPI cashiers the correct payment is encouraged. Any overpayment by an account customer will be credited to the account and charged against outstanding debts per 4.11. LPI reserves the right to charge an administrative fee for the refund of any overpayment.

4.13 LPI reserves the right to retain the amount of an overpayment if it remains unclaimed after 90 days following lodgment.

4.14 Where any account customer breaches these payment terms LPI reserves the right to insist all further business be conducted on a direct debit or pre-payment basis for a term at the discretion of LPI.

4.15 LPI reserves the right to charge the lodging party all dishonour fees and other costs reasonably incurred by LPI in relation to the collection of overdue amounts and dishonoured payments.

4.16 LPI reserves the right to apply specific financial and other conditions at its discretion. These include, but are not limited to direct debit arrangements, pre-payment of lodgments, provision of bank guarantees and specific repayment contractual arrangements.

4.17 A customer may dispute a tax invoice raised by LPI using an Invoice Dispute form. This form can be found under "General forms" under the "Land Titles" tab on the LPI website.

4.18 LPI will endeavour to confirm or adjust the disputed tax invoice within 14 days of receipt of the Invoice Dispute form and advise the customer of its decision. Direct debit disputes will be given priority.

4.19 A customer account holder must notify LPI in writing within seven days of any change to the customer's details and/or status. These notices should be addressed to the Team Leader, Revenue, Corporate Finance.

4.20 A customer account holder must notify LPI in writing on company letterhead within seven days of intention to close the customer's account. These notices should be addressed to the Team Leader, Revenue, Corporate Finance. Payment of all outstanding fees must be received by LPI before account closure will be authorised.

4.21 LPI reserves the right to periodically require the customer to provide written confirmation of their details held by LPI.

4.22 Any customer account documents required to be served by or under these terms and conditions to a customer shall be deemed to be delivered in accordance with the current delivery address provided on the customer application form.

5 - ePlan customers

5.1 ePlan provides for electronic lodgment, examination, storage and dissemination of plans.

5.2 The lodgment of plans through ePlan is subject to additional terms and conditions as outlined on the LPI website.

5.3 To lodge plans electronically a person must be authorised by the Registrar General and obtain a user ID and password.

5.4 Customers wishing to become ePlan users should refer to the LPI website. Go to ePlan under the "Land Titles" tab for application details for a user ID and password, payment arrangements and other relevant ePlan information.

5.5 Approval to lodge electronic plans for registration will only be given following successful lodgment of test data that complies with all standards and requirements. See the "Surveyor's Information Package" on the ePlan page found under the "Land Titles" tab on the LPI website.

5.6 Where a document is lodged through ePlan the documents bearing original signatures are to be retained by the lodging party for the period as specified in the Regulations.

6 - Document collection boxes

6.1 The document collection box service is provided at the sole discretion of LPI to account customers who have applied for and been granted access to a document collection box.

6.2 A customer is entitled to apply for one document collection box only.

6.3 To hold a document collection box, document collection box holders are required to have a reasonable number of deliverable documents (as determined by LPI) delivered to the document collection box on a regular basis.

6.4 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.

6.5 Document collection boxes must only be used for the receipt of deliverable documents, circulars, information bulletins, tax invoices, letters and other notices produced by LPI.

6.6 Document collection boxes are to be cleared weekly or more often if volumes require and within one working day of any request by LPI to the document collection box holder.

6.7 Any document placed by LPI in a document collection box is deemed to have been delivered by LPI.

6.8 Should a document collection box holder believe that they did not receive a deliverable document they must raise the matter with LPI within one month.

6.9 LPI reserves the right to require a 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.

6.10 A document collection box holder must 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 leaving LPI premises.



6.11 Information regarding the contents of any document collection box will not be disclosed to any person.

6.12 Document collection box keys remain the property of LPI.

6.13 Where the key to a document collection box has 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 or requirement for a new key. To request this service, the document collection box holder must make a written application on their business stationery to the Manager, Property Information Delivery Services accompanied by payment of the appropriate fee.

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

6.15 The document collection box holder must notify Team Leader, Revenue, Corporate Finance in writing within seven days of any change to the document collection box holder's details and/or status.

6.16 LPI reserves the right to periodically require the document collection box holder to provide written confirmation of their details.

6.17 The document collection box holder may cancel their access to the document collection box at any time upon seven days written notice on business stationery to the Manager, Property Information Delivery Service.

6.18 In the event that the document collection box holder cancels their access to the document collection box they must provide written instructions as to the alternate delivery address for deliverable documents. Should the document collection box holder fail to provide LPI with an alternate delivery address, LPI reserves the right to retain the documents pending advice from the lodging party.

6.19 LPI reserves the right to terminate access to any document collection box at any time by giving two weeks written notice specifying the date of and reasons for the termination to the document collection box holder.

6.20 The original and any duplicate document collection box keys are required to be returned to the Manager, Property Information Delivery Services within seven days upon cancellation or termination of access to the document collection box.

7 - Copy request collection box

7.1 The copy request collection box service is provided at the sole discretion of LPI to customers who have applied for and been granted access to a copy request collection box.

7.2 To hold a copy request collection box, copy request collection box holders are required to have a reasonable number of copy requests (as determined by LPI) delivered to the copy request collection box on a regular basis.

7.3 Only document copies will be delivered to copy request collection boxes.

7.4 Copy request collection boxes are to be cleared weekly or more often if volumes require and within one working day of any request by LPI to the copy request collection box holder.

7.5 Any document placed by LPI in a copy request collection box is deemed to have been delivered by LPI.

7.6 Should a copy request collection box holder require the reissue of a document they must present supporting evidence including the butt of the copy request ticket or remote delivery request number to the Property Information Delivery Services customer enquiry counter within one week.

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

7.8 Copy request collection boxes must only be used for the delivery by LPI of copies, circulars and other notices produced by LPI.

7.9 Information regarding the contents of any copy request collection box will not be disclosed to any person.

7.10 Copy request collection box keys remain the property of LPI.

7.11 Where the key 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 their copy request collection box. The written request must detail the circumstances of the loss of the key. To request this service, the copy request collection box holder must make written application on their business stationery to the Manager, Property Information Delivery Services accompanied by payment of the appropriate fee.

7.12 The copy request collection box holder must notify the Team Leader, Revenue, Corporate Finance in writing within seven days of any change to the copy request collection box holder's details and/or status.

7.13 LPI reserves the right to periodically require the copy request collection box holder to provide written confirmation of their details.

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

7.15 LPI reserves the right to terminate access to any copy request collection box at any time by giving two weeks written notice specifying the date of and reasons for termination to the copy request collection box holder.

7.16 The original and any duplicate copy request collection box keys are required to be returned to the Manager, Property Information Delivery Service within seven days upon cancellation or termination of access to the copy request collection box.



8- Intellectual property rights

8.1 Subject to paragraph 8.2, these LPI lodgement terms and conditions do not affect any pre-existing intellectual property rights in any dealing, caveat, plan, deed or related instrument or document you lodge.

8.2 To the extent any dealing, caveat, plan, deed or related instrument or document you lodge contains any intellectual property rights belonging to you or a third party, you hereby grant to LPI and the State of New South Wales a non-exclusive, irrevocable, perpetual, transferable, sub-licensable, fully paid up, world-wide licence to use, copy and modify any such intellectual property rights for any purposes connected with the business or operations of the LPI or the State of New South Wales including those relating to operation of the land titling system. Such licence is granted on a royalty-free basis, except in relation to the exercise by the LPI or the State of New South Wales of copyright owned by surveyors or surveying firms in plans, in which case such licence is granted subject to payment of any royalties due under Division 2 of Part VII of the Copyright Act 1968 (Cth) in the absence of such licence.

rent delivery address provided on the customer application form.

9 - Miscellaneous provisions

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

9.2 No waiver by LPI 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.

9.3 The following tender types are accepted, over the counter, at LPI at the time of lodgment:

9.3.1 cash

9.3.2 money order or bank cheque

9.3.3 credit cards (except American Express and Diners Club) to a limit of \$10,000.00 per card per day

9.3.4 EFTPOS to a limit of \$10,000.00.

9.4 Only money orders or bank cheques are accepted for documents sent to LPI for lodgment by post.

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

9.6 These terms and conditions may be added to, varied or withdrawn at any time by LPI.

9.7 Subject to these terms and conditions, LPI 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 LPI, in relation to the provision of this facility, or any other matter or thing relating to these terms and conditions.

9.8 Any notice required to be served by or under these terms and conditions to LPI should be directed in writing to the appropriate manager, Land and Property Information:

PO Box 15
Sydney NSW 2001

Or

DX 17 Sydney

Or

E: feedback@lpi.nsw.gov.au

Land and Property INFORMATION Head office

1 Prince Albert Road
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