



tech solutions for risk reduction in property law



Laura Vickers, Accredited Specialist in Property Law + Principal Lawyer







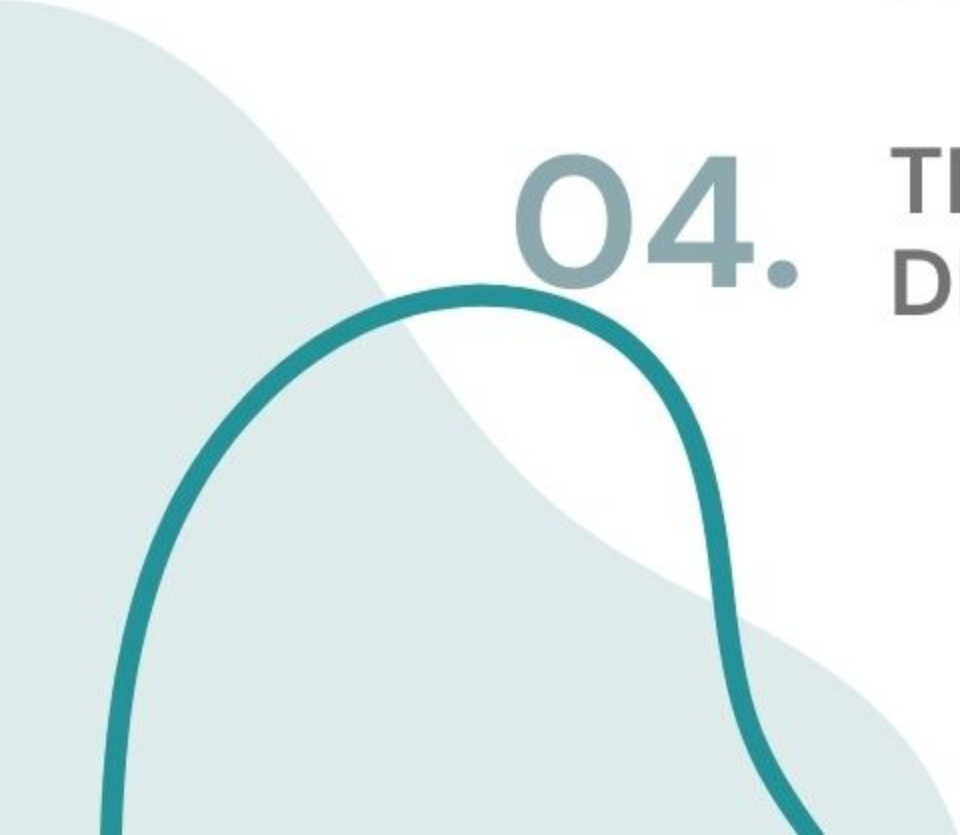

**disclaimer:
today is about ideas,
not an endorsement of
any particular tech platforms**



risks in conveyancing



- cost + time pressures
 - ever-changing requirements
 - need good systems as not all work done by lawyers
 - need a system with risk management built into it
- 

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- 
- 
01. THE CORRECT TOOL FOR EACH RISK
 02. INTAKE FORMS, PRECEDENTS + WORKFLOWS
 03. NEW WAYS TO MEET CLIENTS, TAKE FILENOTES + TRAIN STAFF
 04. THE REST OF YOUR TECH STACK: DRAFTING TOOLS + MORE

example: two things that keep Polly the Principal Lawyer awake at 3am



foreign purchaser additional duty (FPAD) advice where foreign benes not excluded from disc trust



lodging a Notice of Trust Acquisition (NOTA)

a system to spot new risks (or holes in your system)



Foreigners			
Item	Client	Practitioner	Comments
Foreign purchasers of property	<input type="checkbox"/>	<input type="checkbox"/>	Individuals – if foreign citizen check visa details to determine if temporary or permanent residents. Temporary residents are foreign purchasers. NZ citizens must be in Australia to hold a subclass 444 visa. Discretionary trusts - check any trust deed to see whether the description of beneficiaries could include foreigners. If so, additional duty may be payable.
Additional duty	<input type="checkbox"/>	<input type="checkbox"/>	Foreigners pay additional duty. Currently 8%. Some exemptions apply.

{00125461:14}

Page 2 of 5

Land tax

- Ask the client whether they are purchasing in a trustee capacity and check all conveyancing documents for any reference to a 'trust', especially the contract of sale and any nomination form
- If the client is buying on behalf of a trust advise them that:
 - higher land tax will be incurred unless an exclusion applies (See section 46A of the Land Tax Act 2005 (Vic))
 - ✖ ◦ notice of the acquisition must be given to the State Revenue Office and agree who is responsible for providing the LTX-Trust-o8 form – the client or the practitioner
- When acting for a purchaser, always obtain a land tax certificate so the purchaser is protected pursuant to section 96(4) of the Land Tax Act
- When advising a purchaser client precontract check the basis on which the land tax is to be adjusted. If it is to be adjusted on a proportionate basis advise the client that this may be a much larger amount than on a single holding basis.



nest legal



the correct tool/stage for each risk



intake forms

example of form
built on Formsite
and embedded on
firm website

Utilities

Water Authority *

YVW

Is the property connected to mains water and sewerage?

Yes

No - water tanks and septic only

No - vacant land and there are no water or sewerage facilities

Other

Is gas connected to the property? (if it is bottled gas only, please specify) *

bottled

Is electricity currently connected to the property? i.e. if you plug something into the wall, it will turn on *

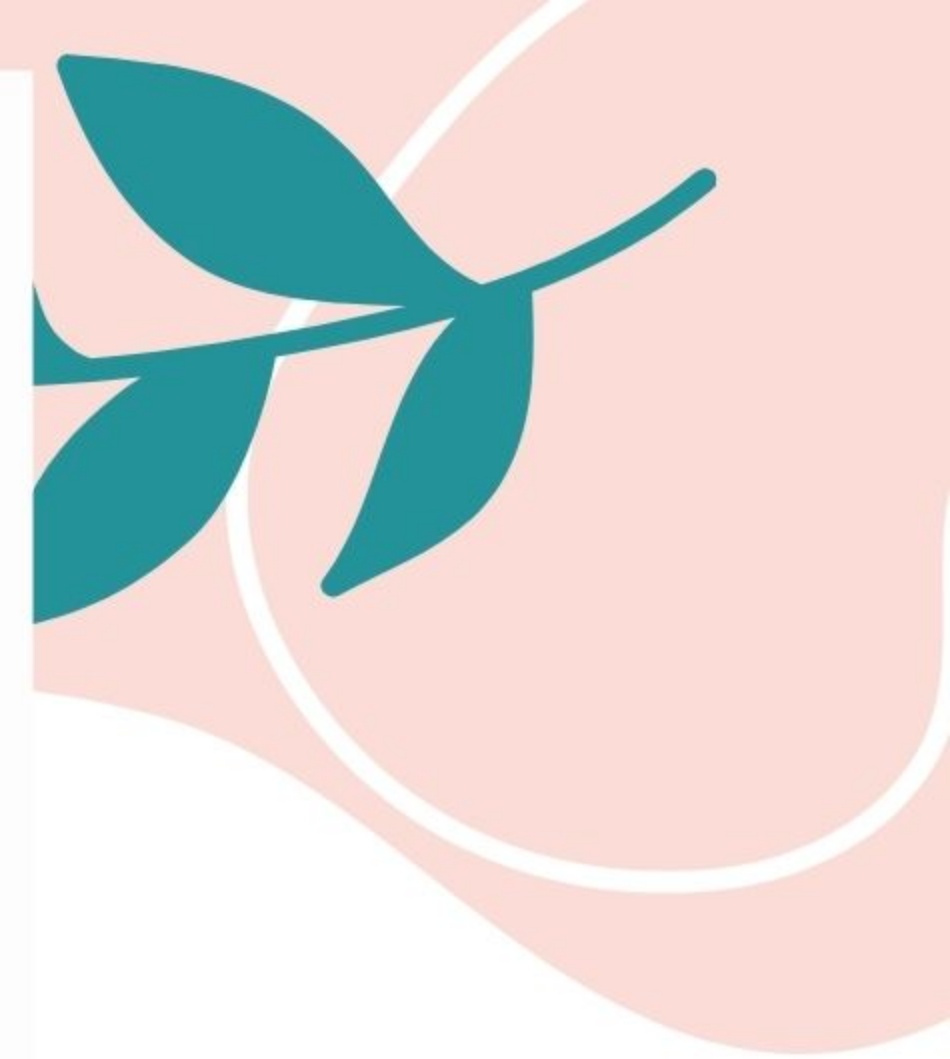
yes

Is the phone currently connected to the property? i.e. if you plug in a handset, you will hear a dialtone *

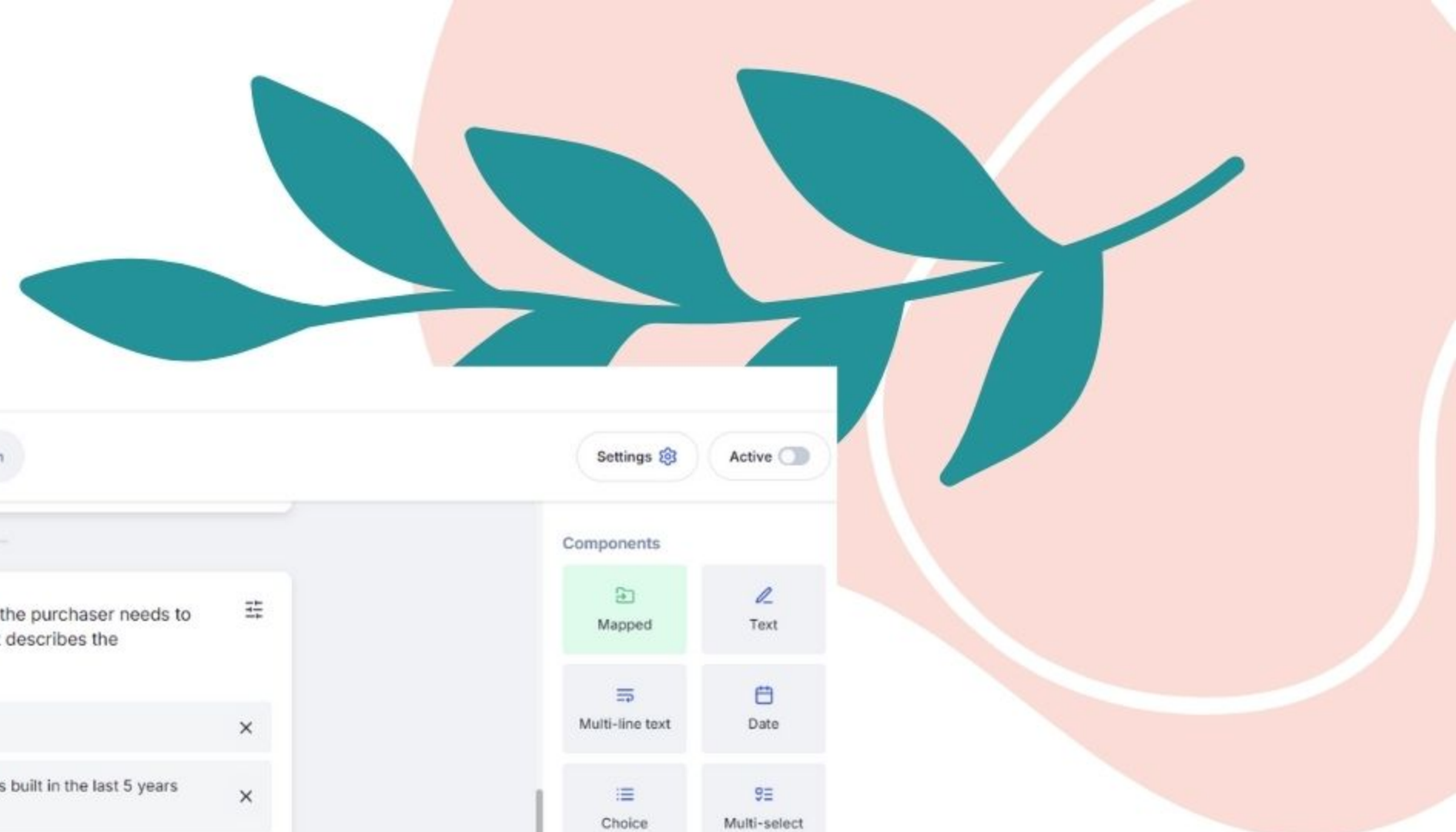
Would you like us to order a VicRoads certificate (to confirm that any road proposals have been disclosed)?

Approx cost \$35. If you are in the vicinity of the proposed North East Link or any other proposed roads, we highly recommend that you order this. If you don't disclose any road notices affecting the land, a purchaser could get out of the contract. *

Yes



intake forms - linked to practice management software



← Back to all forms

IN PROGRESS Sale Intake Form

Sale | VIC

Edit form Preview form Settings Active

Sections

- 1 How It Works
- 2 Property Details
- 3 Vendor Information
- 4 Identification Process
- 5 Sale and Purchase Details
- 6 Utilities and Services
- 7 Property Characteristics
- 8 Disclosure and Complia...
- 9 Tax Treatment →
- 10 Mortgage Details
- 11 Tenancy Details
- 12 Chattels and Fixtures
- 13 Contract Terms and Con...
- 14 Legal Costs and Disburs...

Edit sections

To inform the GST treatment of the sale and whether the purchaser needs to withhold any GST, please choose the option that best describes the property.

- Existing residential premises
- New residential premises (includes if the house has built in the last 5 years and not sold since it was built)
- Commercial/industrial/mixed use - sold subject to lease (going concern)
- Commercial/industrial/mixed use - sold vacant
- Vacant land - acquired for furtherance of an enterprise
- Vacant land - acquired solely for domestic use

[View or edit all 7 options](#)

Choice

What is your accountant's email address?

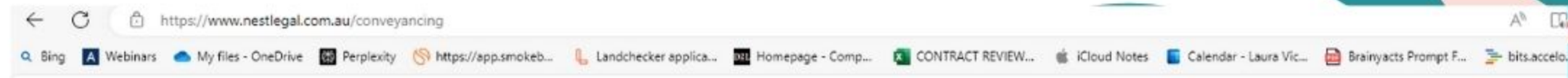
Text

Components

- Mapped
- Text
- Multi-line text
- Date
- Choice
- Multi-select
- Currency
- Address
- Phone number
- Email
- File upload
- Text info
- Number
- Group of fields
- Appointment

example of form being built inside Smokeball that will prepopulate the matter

intake forms on website



Click the button below for the service you need:

PRE-PURCHASE CONTRACT REVIEW

PURCHASE

SALE

TRANSFER

BOOK YOUR SERVICE AND SEND US YOUR INFO

When you book through our online system, we'll ask for all your documents and information upfront so the process is as smooth and as efficient as possible. Our handy online portal will walk you through exactly what you need to prepare so nothing is missing. Not sure what service you need? Book a [free 10-minute call](#).

OUR TEAM REVIEWS YOUR INFO

Once we have all the documents and information we need, we'll assign a lawyer to your job and get to work. In most cases, your lawyer will give you a call to say g'day and walk you through the next steps.

OUR TEAM WILL GET TO WORK

We know that when it comes to property matters, timeliness is critical. We'll run your matter as a team so you get the best, quickest and most thorough service. If we need funds to cover the cost of certificates or other disbursements, we'll make arrangements to have that paid upfront. For the remainder, we'll get paid at settlement.

HAPPY DAYS!

Our team will toast to your new purchase, successful sale or smooth property transfer!

Not sure what you need or want to chat with a human

could intake forms help Polly?



“are you purchasing via a trust?”



“does your trust deed exclude foreign beneficiaries?”

Lodging NOTA

Is the registered proprietor (who is buying the property) acting as the trustee of a trust? *

- Yes
- No

Please provide the name of the trust. Please email a copy of the signed trust deed and any variations to clerk@nestlegal.com.au *

Please confirm that the trust expressly excludes foreign beneficiaries as potential beneficiaries *

- Yes
- No
- I'm not sure

Are any of the specified beneficiaries of the trust absentee owners, that is:
* are not an Australian citizen or resident; and
• do not ordinarily reside in Australia; and
• were not in Australia on 31 Dec or for a period/s totalling at least 6 months in the year immediately preceding the land tax year? *

- Yes
- No
- I'm not sure (and this is why)





intake forms as advice tool

How do you want to secure your loan? Our recommendation if you want a watertight loan is to lodge a mortgage (if any bank with a first registered mortgage will allow it).

*

- Mortgage
- Caveat
- No security other than my rights under the loan agreement and I understand other creditors might take precedence if the borrower is bankrupted, and that the absence of a security may lead a court to consider the loan agreement was not a genuine loan



smart precedents

- forms prompt clients
- precedents + workflows
prompt lawyers



smart precedents

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<<Prospective-Client/Formal-Names-(first-name-and-last-name)>>

Choose an option

Q-A What is the GST situation?

GST applies

Farming business

No GST - existing residential premises

<<Prospective-Client/Emails-Across>>

covered-in-a-contract-review-but-is-not-a
judgement-and-tailor-according-to
are-suggestions-of-what-to-cover-

Dear <<Prospective-Client/Informal-Names-(first-name-or-business-name)>>

Contract-review--<<Property-address>>

I've-reviewed-the-<<IF-(COS/S-32)-Equal-(Both-the-contract-and-vendor-statement)-THEN>>contract-
of-sale-(Contract)<<ELSE>><<END-IF>><<IF-(COS/S-32)-Equal-(Just-the-vendor-statement)-
THEN>>vendor-statement<<ELSE>><<END-IF>>for-this-property-and-note-as-follows:<<IF-(Auction-
Review?)=Equal-(Yes)-THEN>><<ELSE>><<IF-(Cooling-off)=Equal-(Yes)-THEN>>

Your-right-to-cool-off-ends-close-of-business-on-<<Cooling-off-End-Date>>,as-you-signed-the-Contract-
on-<<Purch-Signed-Contract-Date>>,-Please-note-you-will-lose-0.2%-of-the-purchase-price-if-you-
terminate-the-Contract-in-this-way,-Please-let-me-know-by-4:00pm-on-<<Cooling-off-End-Date>>-if-
you-have-changed-your-mind-about-the-purchase.

smart precedents



example paragraph Polly could use in a precedent where purchaser buying via a trust

I recommend speaking to your accountant if you have any questions in this regard. <<ELSE>><<END-IF>><<IF-(Trust?)·Equal-(True)-THEN>>¶

Purchasing through a trust¶

I note your instructions that you are purchasing the property as trustee for a discretionary trust. Please make sure that your trust deed specifically excludes foreign beneficiaries. If you aren't sure, I can review the deed for you. If the deed does not do this, it will automatically be considered a foreign trust. This means that, when purchasing property in such a trust, the 8% foreign purchaser stamp duty surcharge will automatically apply. If the trust deed does not do this, you will need to either:

- → arrange for it to be varied prior to settlement and provide us with a further copy incorporating this variation;¶
- → nominate to a different entity; or¶
- → pay the additional stamp duty. <<ELSE>><<END-IF>><<IF-(SMSF?)·Equal-(True)-THEN>>¶

SMSE¶

workflows



Edit Workflow

Purchase (VIC)

Purchase (VIC)

Matter Types: [change...](#) always apply this Workflow to new Matters

TASKS FOR THIS WORKFLOW

- Sign off on PEXA workspace
- Settlement day
- Send NOA + PEXA record and tr...
- Penalty interest >\$5k? Write to S...
- Send delighted survey
- Complete NOTA & LTX-Form 19...**
- Add eCT to spreadsheet (if appli...
- Check both GST form 1 & 2 were...
- Update client address + Close fil...
- New Task

DETAILS | CHECKLIST | DOCUMENTS

Name: Complete NOTA & LTX-Form 19 (if purchasing as trustee and unit trust respectively)

Due: No due date
 Due when
1 Working Day(s) after on before
Settlement Date
[add a reminder](#)

Assign to: Person responsible
 Person assisting
 Staff

Categories:

Details: <https://www.sro.vic.gov.au/ltxtrust08>
Where Unit Trust- <https://www.sro.vic.gov.au/forms/nomination-ppr-...-and-notification-or-change-beneficial-interests>
Complete Notice of Trust Acquisition (NOTA)

TASKS

- Prepare settlement letter to client
[redacted] - Purchase - [redacted]
- Obtain DOL Settlement Statement from Agent Solicitor + Ve...
[redacted] - Purchase - [redacted]
- VOI done? Check COS for any missing middle name/s, amen...
[redacted] - Purchase - [redacted]
- VOI done? Check COS for any missing middle name/s, amen...
[redacted] - Purchase - [redacted]
- Confirm client has entered BC details in PEXA Key or via email
[redacted] Purchase - [redacted]
- Funds in trust (if required)? Check shortfall account set up if...
[redacted] - Purchase - [redacted]

SAVE & CLOSE

Loom videos for training



The screenshot displays a Loom video player showing a screen recording of the Landchecker website. The browser address bar shows 'app.landchecker.com.au/property/VIC-920743/info'. The website header includes the Landchecker logo and navigation menus for 'OUR CUSTOMERS', 'ADVICE CENTRE', 'SUBURB PROFILES', 'FOR HOMEOWNERS', 'ABOUT', 'PRODUCT', and 'PLANS'. The main content area features an aerial map of a residential area with a red outline around a specific property. To the right of the map is a sidebar with property details for '68 Sainsbury Avenue, Greensborough Vic 3088'. The details include:

- LAND SIZE: 560.95 sqm
- PLANNING ZONE: GRZ - General Residential Zo...
- HOUSE: 3 3 1 2
- LAST SOLD PRICE: \$270,000
- LOT/PLAN: Lot 332 LP64363
- FRONTAGE: 19.26 m
- ORIENTATION: North

Below the details are sections for 'PLANNING INFORMATION', 'LATEST PLANNING PERMIT', 'CULTURAL HERITAGE SENSITIVITY', 'BUSHFIRE PRONE AREA', and 'EASEMENT'. A Loom video player interface is overlaid on the map, showing a video progress bar at 3:59 and a chat window with a message from 'Open...' dated 2m ago, stating: 'You'll get replies here and in your email: laura@nestlegal.com.au. Our usual reply time: A few minutes.' The video player also includes a 'Write a reply...' field and a 'Stop sharing' button.

Summary

In this video, I will show you how to use Landchecker to check if anything is built over an easement. I will guide you through the Landchecker, adding the address, and switching to the aerial imagery view. I will demonstrate how to identify easements and what is built over them. This information will be helpful for our contract review. No action is required from you, but please watch with an understanding.

Chapters

- 00:00 Introduction
- 00:33 Accessing Landchecker
- 01:05 Identifying Easements
- 01:37 Checking for Structures
- 02:04 Conclusion

different ways to meet with clients + record filenotes

Wednesday, Aug 07

Team Huddle

Aug 07, 09:00 AM

- 🌞 **Office Greetings and Weather:** Karen greeted the team and mentioned the pleasant sunny weather at 17 degrees.
- 🐕 **Office Dogs Discussion:** Lighthearted stories were shared about the office dogs, highlighting their quirky behaviors.
- 🐕 **Dog Sitting Plans:** John recounted an amusing dog-sitting experience that disrupted a court hearing.
- 📅 **Pod Room Bookings:** Sara confirmed various pod room bookings for small and front pods throughout the day.
- 🏃 **Team Member Absence:** Laura informed the team about her absence for judging a triple jump event.



Private number 11 Jan 10:55 am

↩ 0:06 ▶ 0:06

Them: Hello Testing.
You: Hello. Ok, ok.

A stylized teal leaf branch with several leaves, positioned horizontally across the upper right portion of the image. The leaves are simple, pointed shapes with a central vein.

**don't forget your
privacy policy!**

A light blue circular graphic in the bottom left corner, partially cut off by the edge of the image. It consists of a solid light blue area and a teal outline of a circle.

drafting tools

Spellbook

Assistant Insights 9 Benchmark

Draft

Please draft a clause that makes two co-owners separating an event of default that will trigger a buyout

→

AutoSave Off Co-ownership agree... Search Laura Vickers

File Home Insert Draw Design Layout References Mailings Review View Help Acrobat

Save & Close Send Sign Close Paste Font Paragraph Styles Editing Adobe Acrobat Dictate Sensitivity Add-ins Editor Copilot Spellbook

Smokeball Clipboard Styles Voice Sensitivity Add-ins Commands Group

9. DEFAULT

(i) In this clause:

"Defaulting Party" means the party that causes, by any action or omission, an Event of Default; and

"Non-Defaulting Party" means the party(s) who is not the Defaulting Party.

(ii) Each of the following constitutes an "Event of Default":

A. If any Party to this Deed shall be in breach of any of their Obligations under a loan agreement or mortgage by failing to make a mortgage repayment (Defaulting Party) and such repayment remains outstanding for 14 days or more, the Non-Defaulting Party may:

1. require the Defaulting Party to transfer its interest in the Property to the Non-Defaulting Party; or
2. require the Defaulting Party to require the Property be sold in accordance with clause 11.

B. If any Party to this Deed shall be in breach of any of their Obligations and fails to remedy that breach, where that breach is capable of remedy, within 20 business days after having being given written notice by the Non-Defaulting Party requiring the Defaulting Party to remedy the breach;

C. If a Defaulting Party causes by any act or omission any security to be enforced against the Property;

D. If a Defaulting Party, or any person with the actual or constructive authority or consent of that Party, causes any wilful or malicious damage to any part or parts of the Property;

E. If a Defaulting Party becomes a bankrupt or suffers their interest in the Property to be taken in execution;

Spellbook

Draft

Please draft a clause that makes two co-owners separating an event of default that

Clear

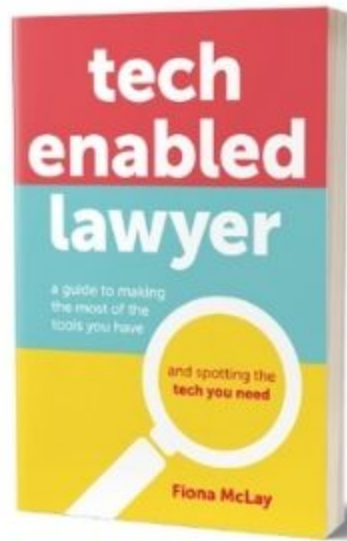
Next

2 of 4

In the event that two Co-Owners (hereinafter referred to as the "Separating Co-Owners") decide to separate, dissolve their partnership, or otherwise terminate their joint ownership in circumstances other than by mutual agreement to sell their interest in the Property, such event shall constitute an "Event of Default" under this Deed.

Upon the occurrence of such Event of Default by the Separating Co-Owners, the following provisions shall apply:

1. The Separating Co-Owners shall give immediate written notice to the other Co-Owner(s) (the "Non-Separating Co-Owner(s)") of their intention to separate and the resulting desire to terminate their joint ownership of their interest in the Property.
2. Upon receipt of such notice, the Non-



training videos/guides of
your own PMS, eg
Smokeball Academy

lawyerist.com

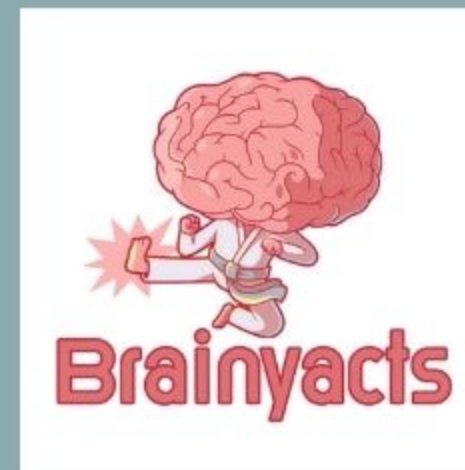
NewLaw Chambers Facebook group

<https://lplc.com.au/resources/webinars/making-the-most-of-your-technology-for-good-legal-practice>

some resources

<https://www.cli.collaw.com/upcoming-events/2023/04/17/legaltech-confab>

<https://lplc.com.au/risk-advice/property/conveyancing>



Legalpreneurs Sandbox
and LinkedIn group

https://www.liv.asn.au/Web/Law_Institute_Journal_and_News/Web/LIJ/Year/2024/06/June/A_golden_age_for_property_lawyers.aspx



questions

