

Comparison tables - amendments to REIQ / QLS standard contracts for sale of land

30 January 2023 release - e-conveyancing mandate

Comparison tables appear below for the new versions of the following contracts prepared to reflect the e-conveyancing mandate commencing 20 February 2023:

- Contract for Houses and Residential Land (18th edition)
- Contract for Residential Lots in a Community Titles Scheme (14th edition)
- Contract for Commercial Land and Buildings (10th edition)
- Contract for Commercial Lots in a Community Titles Scheme (9th edition)

E-conveyancing Mandate

The *Land Title Regulation 2022* commences on **20 February 2023**.

The effect of the Regulation is paper transfers, mortgages (and other required instruments) signed on or after 20 February 2023 cannot be lodged in the Land Registry by a practitioner unless an exemption as set out in [Land Title Regulation 2022](#), s 5(2) applies.

Note: One exemption to electronic lodgement is where one of the parties to the instrument is an individual who is not a subscriber and is not represented by a legal practitioner.

For further details of the Land Registry requirements, refer to the [Titles Queensland Alert 198](#) and the *Land Title Regulation 2022*.

Note: The transitional provision in the Regulation only applies if the instrument, not the contract, is signed by a party prior to 20 February 2023.

Contract for Houses & Residential Land – comparing 17th edition with 18th edition

Seventeenth edition	Eighteenth edition	Impact
Reference schedule (title, p. 1) - amended		
Seventeenth Edition	Seventeenth Eighteenth Edition	
Clause 1.1 – Definitions		
	<u>(l) “Digitally Sign” and “Digital Signature”</u> <u>(m) “ECNL”</u> <u>(n) “Electronic Conveyancing Documents”</u> <u>(o) “Electronic Lodgement”</u> <u>(p) “Electronic Settlement”</u> <u>(r) “Electronic Workspace”</u> <u>(s) “ELNO”</u> <u>(t) “ELNO System”</u> <u>(y) “Financial Settlement”</u> <u>(z) “Financial Settlement Schedule”</u>	<p>These definitions have been relocated from previous clause 11.7 (Definitions for clause 11) but are otherwise unchanged.</p> <p>The definition of “Qualifying Conveyancing Transaction” which appeared in the previous edition has been removed as clause 11.5 (Withdrawal from Electronic Settlement) has been deleted.</p>
Clause 10.4(9) – inserted		
	<u>(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.</u>	<p>This clause has been added to clarify that, in the e-conveyancing environment, a message sent using an ELNO System is not a notice for the purpose of the contract. However, also note new clause 11.2(1) (below). A nomination of an ELNO by sending an invitation through the system is effective.</p>

Seventeenth edition	Eighteenth edition	Impact
Clause 11.1 – amended		
<p>(1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System</p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).</p> <p>(3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.</p>	<p><u>Clause 11:</u> (1) Clause 11 (a) applies if the form of transfer under the <i>Land Title Act 1994</i> required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the <i>Land Title Regulation 2022</i> applies; and <u>(b) continues to apply even if section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> applies; and</u> <u>(c) overrides any other provision of this contract to the extent of any inconsistency.</u></p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).</p> <p>(3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.</p>	<p>Clause 11 has been updated to apply where the transfer is a required instrument under the <i>Land Title Regulation 2002</i>.</p> <p>This means that if the Regulation applies, the settlement must be undertaken electronically.</p> <p>Importantly clause 11 continues to apply even if the settlement cannot proceed on the settlement date due to a system required for settlement being unavailable. In that case clause 11.4 automatically extends settlement to the next business day. The exemption in section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> does not apply.</p>
Clause 11.2 – heading amended		
11.2 Completion of Electronic Workspace	11.2 <u>Nomination of ELNO System and Completion of Electronic Workspace</u>	
Clause 11.2(1) – new clause inserted		
	(1) <u>The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or</u>	To ensure certainty of process, the contract provides the Seller must nominate the ELNO System to be used for electronic settlement. This does not

Seventeenth edition	Eighteenth edition	Impact
	<u>accepting an invitation to an Electronic Workspace in an ELNO System.</u>	prevent the buyer from opening a workspace if the seller fails to do so in time for settlement. Note the clarification that despite clause 10.4(9), the Seller may nominate an ELNO System by sending an invitation or accepting an invitation to an Electronic Workspace in an ELNO System.
Clause 11.2(2) – amended and renumbered		
(2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.	(2) (3) If the parties cannot agree on a time for settlement, the time to be nominated in the <u>Electronic Workspace</u> is 4pm AEST.	Drafting clarification.
Clause 11.2(4)(b) – amended		
11.2(4)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);	11.2 (4) (5)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2 (4) (5)(a);	Cross-reference updated.
Clause 11.5 – removed		
11.5 Withdrawal from Electronic Settlement (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party. (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because: (a) the transaction is not a Qualifying Conveyancing Transaction; or (b) a party’s solicitor is unable to complete the transaction due to	Clause deleted	Clause deleted due to commencement of <i>Land Title Regulation 2002</i> which implements the e-conveyancing mandate. The settlement must take place using an ELNO if s 5(1) of the <i>Land Title Regulation 2022</i> applies.

Seventeenth edition	Eighteenth edition	Impact
<p>death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.</p> <p>(3) If clause 11.5(2) applies:</p> <p>(a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and</p> <p>(b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.</p>		
<p>11.7 Definitions for clause 11 – definitions relocated except for one definition deleted</p>		
<p>In clause 11:</p> <p>“Digitally Sign” and “Digital Signature” have the meaning in the ECNL.</p> <p>“ECNL” means the Electronic Conveyancing National Law (Queensland).</p> <p>“Electronic Conveyancing Documents” has the meaning in the <i>Land Title Act 1994</i>.</p> <p>“Electronic Lodgement” means lodgement of a document in the Land Registry in accordance with the ECNL.</p> <p>“Electronic Settlement” means settlement facilitated by an ELNO System.</p>	<p>Clause deleted</p>	<p>Except for definition of “Qualifying Conveyancing Transaction”, these definitions were relocated to clause 1.1.</p> <p>The definition of “Qualifying Conveyancing Transaction” was deleted as clause 11.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

Seventeenth edition	Eighteenth edition	Impact
<p>“Electronic Workspace” means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.</p> <p>“ELNO” has the meaning in the ECNL.</p> <p>“ELNO System” means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.</p> <p>“Financial Settlement” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.</p> <p>“Financial Settlement Schedule” means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.</p> <p>“Qualifying Conveyancing Transaction” means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.</p>		

Contract for Residential Lots in a Community Titles Scheme – comparing 13th edition with 14th edition

Thirteenth edition	Fourteenth edition	Impact
Reference schedule (title, p. 1) - amended		
Seventeenth Edition	Thirteenth <u>Fourteenth</u> Edition	
Clause 1.1 – Definitions		
	<p>(p) <u>“Digitally Sign” and “Digital Signature”</u> (r) <u>“ECNL”</u> (s) <u>“Electronic Conveyancing Documents”</u> (t) <u>“Electronic Lodgement”</u> (u) <u>“Electronic Settlement”</u> (w) <u>“Electronic Workspace”</u> (x) <u>“ELNO”</u> (y) <u>“ELNO System”</u> (ee) <u>“Financial Settlement”</u> (ff) <u>“Financial Settlement Schedule”</u></p>	<p>These definitions have been relocated from previous clause 11.7 (Definitions for clause 11) but are otherwise unchanged.</p> <p>The definition of “Qualifying Conveyancing Transaction” which appeared in the previous edition has been removed as clause 11.5 (Withdrawal from Electronic Settlement) has been deleted.</p>
Clause 10.4(9) – inserted		
	<p><u>(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.</u></p>	<p>This clause has been added to clarify that, in the e-conveyancing environment, a message sent using an ELNO System is not a notice for the purpose of the contract. However, also note new clause 11.2(1) (below). A nomination of an ELNO by sending an invitation through the system is effective.</p>

Thirteenth edition	Fourteenth edition	Impact
Clause 11.1 – amended		
<p>(1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System</p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).</p> <p>(3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.</p>	<p><u>Clause 11:</u> (1) Clause 11 (a) applies if the form of transfer under the <i>Land Title Act 1994</i> required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the <i>Land Title Regulation 2022</i> applies; and <u>(b) continues to apply even if section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> applies; and</u> <u>(c) overrides any other provision of this contract to the extent of any inconsistency.</u></p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).</p> <p>(3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.</p>	<p>Clause 11 has been updated to apply where the transfer is a required instrument under the <i>Land Title Regulation 2002</i>.</p> <p>This means that if the Regulation applies, the settlement must be undertaken electronically.</p> <p>Importantly clause 11 continues to apply even if the settlement cannot proceed on the settlement date due to a system required for settlement being unavailable. In that case clause 11.4 automatically extends settlement to the next business day. The exemption in section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> does not apply.</p>
Clause 11.2 – heading amended		
11.2 Completion of Electronic Workspace	11.2 <u>Nomination of ELNO System and Completion of Electronic Workspace</u>	
Clause 11.2(1) – new clause inserted		
	(1) <u>The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or</u>	To ensure certainty of process, the contract provides the Seller must nominate the ELNO System to be used for electronic settlement. This does not

Thirteenth edition	Fourteenth edition	Impact
	<u>accepting an invitation to an Electronic Workspace in an ELNO System.</u>	<p>prevent the buyer from opening a workspace if the seller fails to do so in time for settlement.</p> <p>Note the clarification that despite clause 10.4(9), the Seller may nominate an ELNO System by sending an invitation or accepting an invitation to an Electronic Workspace in an ELNO System.</p>
Clause 11.2(2) – amended and renumbered		
(2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.	(2) (3) If the parties cannot agree on a time for settlement, the time to be nominated in the <u>Electronic Workspace</u> is 4pm AEST.	Drafting clarification.
Clause 11.2(4)(b) – amended		
11.2(4)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);	11.2 (4) (5)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2 (4) (5)(a);	Cross-reference updated.
Clause 11.5 – removed		
<p>11.5 Withdrawal from Electronic Settlement</p> <p>(1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.</p> <p>(2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:</p> <ul style="list-style-type: none"> (a) the transaction is not a Qualifying Conveyancing Transaction; or (b) a party’s solicitor is unable to complete the transaction due to 	Clause deleted	<p>Clause deleted due to commencement of <i>Land Title Regulation 2002</i> which implements the e-conveyancing mandate.</p> <p>The settlement must take place using an ELNO if s 5(1) of the <i>Land Title Regulation 2022</i> applies.</p>

Thirteenth edition	Fourteenth edition	Impact
<p>death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.</p> <p>(3) If clause 11.5(2) applies:</p> <p>(a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and</p> <p>(b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.</p>		
<p>11.7 Definitions for clause 11 – definitions relocated except for one definition deleted</p>		
<p>In clause 11:</p> <p>“Digitally Sign” and “Digital Signature” have the meaning in the ECNL.</p> <p>“ECNL” means the Electronic Conveyancing National Law (Queensland).</p> <p>“Electronic Conveyancing Documents” has the meaning in the <i>Land Title Act 1994</i>.</p> <p>“Electronic Lodgement” means lodgement of a document in the Land Registry in accordance with the ECNL.</p> <p>“Electronic Settlement” means settlement facilitated by an ELNO System.</p>	<p>Clause deleted</p>	<p>Except for definition of “Qualifying Conveyancing Transaction”, these definitions were relocated to clause 1.1.</p> <p>The definition of “Qualifying Conveyancing Transaction” was deleted as clause 11.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

Thirteenth edition	Fourteenth edition	Impact
<p>“Electronic Workspace” means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.</p> <p>“ELNO” has the meaning in the ECNL.</p> <p>“ELNO System” means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.</p> <p>“Financial Settlement” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.</p> <p>“Financial Settlement Schedule” means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.</p> <p>“Qualifying Conveyancing Transaction” means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.</p>		

Contract for Commercial Land and Buildings – comparing 9th edition with 10th edition

Ninth edition	Tenth edition	Impact
Reference schedule (title, p. 1) - amended		
Ninth Edition	Ninth <u>Tenth</u> Edition	
Reference schedule – Settlement Date – cross reference in notes amended		
<p>■ or any later date for settlement in accordance with clauses 6.2, 6.3, 12.5, 13.4, 13.5(3) or any other provision of this Contract.</p> <p>WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 12.5, 13.4 and 13.5(3). If you require settlement on a particular date, seek legal advice prior to signing.</p>	<p>■ or any later date for settlement in accordance with clauses 6.2, 6.3, 12.5, 13.4, 13.5(3) or any other provision of this Contract.</p> <p>WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 12.5, <u>and 13.4 and 13.5(3)</u>. If you require settlement on a particular date, seek legal advice prior to signing.</p>	Cross reference removed due to amendments to clause 13
Clause 1.1 – Definitions		
	<p>(l) <u>“Digitally Sign” and “Digital Signature”</u> (m) <u>“ECNL”</u> (n) <u>“Electronic Conveyancing Documents”</u> (o) <u>“Electronic Lodgement”</u> (p) <u>“Electronic Settlement”</u> (r) <u>“Electronic Workspace”</u> (s) <u>“ELNO”</u> (t) <u>“ELNO System”</u> (y) <u>“Financial Settlement”</u> (z) <u>“Financial Settlement Schedule”</u></p>	<p>These definitions have been relocated from previous clause 13.7 (Definitions for clause 13) but are otherwise unchanged.</p> <p>The definition of “Qualifying Conveyancing Transaction” which appeared in the previous edition has been removed as clause 13.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

Ninth edition	Tenth edition	Impact
Clause 12.4(9) – inserted		
	<p><u>(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.</u></p>	<p>This clause has been added to clarify that, in the e-conveyancing environment, a message sent using an ELNO System is not a notice for the purpose of the contract. However, also note new clause 13.2(1) (below). A nomination of an ELNO by sending an invitation through the system is effective.</p>
Clause 13.1 – amended		
<p>(1) Clause 13 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System</p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 13.1(1).</p> <p>(3) Clause 13 (except clause 13.5(3)) ceases to apply if either party gives notice under clause 13.5 that settlement will not be an Electronic Settlement.</p>	<p><u>Clause 13:</u></p> <p><u>(1) Clause 13 (a) applies if the form of transfer under the <i>Land Title Act 1994</i> required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the <i>Land Title Regulation 2022</i> applies; and</u></p> <p><u>(b) continues to apply even if section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> applies; and</u></p> <p><u>(c) overrides any other provision of this contract to the extent of any inconsistency.</u></p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 13.1(1).</p> <p>(3) Clause 13 (except clause 13.5(3)) ceases to apply if either party gives notice under clause 13.5 that settlement will not be an Electronic Settlement.</p>	<p>Clause 13 has been updated to apply where the transfer is a required instrument under the <i>Land Title Regulation 2002</i>.</p> <p>This means that if the Regulation applies, the settlement must be undertaken electronically.</p> <p>Importantly clause 13 continues to apply even if the settlement cannot proceed on the settlement date due to a system required for settlement being unavailable. In that case clause 13.4 automatically extends settlement to the next business day. The exemption in section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> does not apply.</p>

Ninth edition	Tenth edition	Impact
Clause 13.2 – heading amended		
13.2 Completion of Electronic Workspace	13.2 <u>Nomination of ELNO System and Completion of Electronic Workspace</u>	
Clause 13.2(1) – new clause inserted		
	(1) <u>The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 12.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.</u>	<p>To ensure certainty of process, the contract provides the Seller must nominate the ELNO System to be used for electronic settlement. This does not prevent the buyer from opening a workspace if the seller fails to do so in time for settlement.</p> <p>Note the clarification that despite clause 12.4(9), the Seller may nominate an ELNO System by sending an invitation or accepting an invitation to an Electronic Workspace in an ELNO System.</p>
Clause 13.2(2) – amended and renumbered		
(2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.	(2) <u>(3)</u> If the parties cannot agree on a time for settlement, the time to be nominated in the <u>Electronic</u> Workspace is 4pm AEST.	Drafting clarification.
Clause 13.2(4)(b) – amended and renumbered		
13.2(4)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 13.2(4)(a);	13.2 (4) <u>(5)</u> (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 13.2 (4) <u>(5)</u> (a);	Cross-reference updated.

Ninth edition	Tenth edition	Impact
Clause 13.5 – removed		
<p>13.5 Withdrawal from Electronic Settlement</p> <p>(1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.</p> <p>(2) A notice under clause 13.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:</p> <ul style="list-style-type: none"> (a) the transaction is not a Qualifying Conveyancing Transaction; or (b) a party’s solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or (c) the Buyer’s or Seller’s Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement. <p>(3) If clause 13.5(2) applies:</p> <ul style="list-style-type: none"> (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date. 	<p>Clause deleted</p>	<p>Clause deleted due to commencement of <i>Land Title Regulation 2002</i> which implements the e-conveyancing mandate.</p> <p>The settlement must take place using an ELNO if s 5(1) of the <i>Land Title Regulation 2022</i> applies.</p>

Ninth edition	Tenth edition	Impact
13.7 Definitions for clause 13 – definitions relocated except for one definition deleted		
<p>In clause 13:</p> <p>“Digitally Sign” and “Digital Signature” have the meaning in the ECNL.</p> <p>“ECNL” means the Electronic Conveyancing National Law (Queensland).</p> <p>“Electronic Conveyancing Documents” has the meaning in the <i>Land Title Act 1994</i>.</p> <p>“Electronic Lodgement” means lodgement of a document in the Land Registry in accordance with the ECNL.</p> <p>“Electronic Settlement” means settlement facilitated by an ELNO System.</p> <p>“Electronic Workspace” means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.</p> <p>“ELNO” has the meaning in the ECNL.</p> <p>“ELNO System” means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.</p> <p>“Financial Settlement” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.</p> <p>“Financial Settlement Schedule” means the electronic settlement schedule within</p>	<p>Clause deleted</p>	<p>Except for definition of “Qualifying Conveyancing Transaction”, these definitions were relocated to clause 1.1.</p> <p>The definition of “Qualifying Conveyancing Transaction” was deleted as clause 13.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

Ninth edition	Tenth edition	Impact
<p>the Electronic Workspace listing the source accounts and destination accounts.</p> <p>“Qualifying Conveyancing Transaction” means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.</p>		

Contract for Commercial Lots in a Community Titles Scheme – comparing 8th edition and 9th edition

Eighth edition	Ninth edition	Impact
Reference schedule (title, p. 1) - amended		
Eighth Edition	Eighth <u>Ninth</u> Edition	
Reference schedule – Settlement Date – cross reference in notes amended		
<p>■ or any later date for settlement in accordance with clauses 6.2, 6.3, 12.5, 13.4, 13.5(3) or any other provision of this Contract.</p> <p>WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 12.5, 13.4 and 13.5(3). If you require settlement on a particular date, seek legal advice prior to signing.</p>	<p>■ or any later date for settlement in accordance with clauses 6.2, 6.3, 12.5, 13.4, 13.5(3) or any other provision of this Contract.</p> <p>WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 12.5, <u>and</u> 13.4 and <u>13.5(3)</u>. If you require settlement on a particular date, seek legal advice prior to signing.</p>	Cross reference removed due to amendments to clause 13
Clause 1.1 – Definitions		
	<p><u>(p) “Digitally Sign” and “Digital Signature”</u> <u>(r) “ECNL”</u> <u>(s) “Electronic Conveyancing Documents”</u> <u>(t) “Electronic Lodgement”</u> <u>(u) “Electronic Settlement”</u> <u>(w) “Electronic Workspace”</u> <u>(x) “ELNO”</u> <u>(y) “ELNO System”</u> <u>(ee) “Financial Settlement”</u> <u>(ff) “Financial Settlement Schedule”</u></p>	<p>These definitions have been relocated from previous clause 13.7 (Definitions for clause 13) but are otherwise unchanged.</p> <p>The definition of “Qualifying Conveyancing Transaction” which appeared in the previous edition has been removed as clause 13.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

Eighth edition	Ninth edition	Impact
Clause 12.4(9) – inserted		
	<p><u>(9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.</u></p>	<p>This clause has been added to clarify that, in the e-conveyancing environment, a message sent using an ELNO System is not a notice for the purpose of the contract. However, also note new clause 13.2(1) (below). A nomination of an ELNO by sending an invitation through the system is effective.</p>
Clause 13.1 – amended		
<p>(1) Clause 13 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System</p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 13.1(1).</p> <p>(3) Clause 13 (except clause 13.5(3)) ceases to apply if either party gives notice under clause 13.5 that settlement will not be an Electronic Settlement.</p>	<p><u>Clause 13:</u></p> <p><u>(1) Clause 13 (a) applies if the form of transfer under the <i>Land Title Act 1994</i> required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the <i>Land Title Regulation 2022</i> applies; and</u></p> <p><u>(b) continues to apply even if section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> applies; and</u></p> <p><u>(c) overrides any other provision of this contract to the extent of any inconsistency.</u></p> <p>(2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 13.1(1).</p> <p>(3) Clause 13 (except clause 13.5(3)) ceases to apply if either party gives notice under clause 13.5 that settlement will not be an Electronic Settlement.</p>	<p>Clause 13 has been updated to apply where the transfer is a required instrument under the <i>Land Title Regulation 2002</i>.</p> <p>This means that if the Regulation applies, the settlement must be undertaken electronically.</p> <p>Importantly clause 13 continues to apply even if the settlement cannot proceed on the settlement date due to a system required for settlement being unavailable. In that case clause 13.4 automatically extends settlement to the next business day. The exemption in section 5(2)(a)(ii) of the <i>Land Title Regulation 2022</i> does not apply.</p>

Eighth edition	Ninth edition	Impact
Clause 13.2 – heading amended		
13.2 Completion of Electronic Workspace	13.2 <u>Nomination of ELNO System and Completion of Electronic Workspace</u>	
Clause 13.2(1) – new clause inserted		
	(1) <u>The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 12.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.</u>	<p>To ensure certainty of process, the contract provides the Seller must nominate the ELNO System to be used for electronic settlement. This does not prevent the buyer from opening a workspace if the seller fails to do so in time for settlement.</p> <p>Note the clarification that despite clause 12.4(9), the Seller may nominate an ELNO System by sending an invitation or accepting an invitation to an Electronic Workspace in an ELNO System.</p>
Clause 13.2(2) – amended and renumbered		
(2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.	(2) <u>(3)</u> If the parties cannot agree on a time for settlement, the time to be nominated in the <u>Electronic</u> Workspace is 4pm AEST.	Drafting clarification.
Clause 13.2(4)(b) – amended and renumbered		
13.2(4)(b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 13.2(4)(a);	13.2 (4) <u>(5)</u> (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 13.2 (4) <u>(5)</u> (a);	Cross-reference updated.

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Clause 13.5 – removed		
<p>13.5 Withdrawal from Electronic Settlement</p> <p>(1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.</p> <p>(2) A notice under clause 13.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:</p> <ul style="list-style-type: none"> (a) the transaction is not a Qualifying Conveyancing Transaction; or (b) a party’s solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or (c) the Buyer’s or Seller’s Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement. <p>(3) If clause 13.5(2) applies:</p> <ul style="list-style-type: none"> (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date. 	<p>Clause deleted</p>	<p>Clause deleted due to commencement of <i>Land Title Regulation 2002</i> which implements the e-conveyancing mandate.</p> <p>The settlement must take place using an ELNO if s 5(1) of the <i>Land Title Regulation 2022</i> applies.</p>

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13.7 Definitions for clause 13 – definitions relocated except for one definition deleted		
<p>In clause 13:</p> <p>“Digitally Sign” and “Digital Signature” have the meaning in the ECNL.</p> <p>“ECNL” means the Electronic Conveyancing National Law (Queensland).</p> <p>“Electronic Conveyancing Documents” has the meaning in the <i>Land Title Act 1994</i>.</p> <p>“Electronic Lodgement” means lodgement of a document in the Land Registry in accordance with the ECNL.</p> <p>“Electronic Settlement” means settlement facilitated by an ELNO System.</p> <p>“Electronic Workspace” means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.</p> <p>“ELNO” has the meaning in the ECNL.</p> <p>“ELNO System” means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.</p> <p>“Financial Settlement” means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.</p> <p>“Financial Settlement Schedule” means the electronic settlement schedule within</p>	<p>Clause deleted</p>	<p>Except for definition of “Qualifying Conveyancing Transaction”, these definitions were relocated to clause 1.1.</p> <p>The definition of “Qualifying Conveyancing Transaction” was deleted as clause 13.5 (Withdrawal from Electronic Settlement) has been deleted.</p>

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<p>the Electronic Workspace listing the source accounts and destination accounts.</p> <p>“Qualifying Conveyancing Transaction” means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Queensland Revenue Office, Land Registry, or a Financial Institution involved in the transaction.</p>		