

Early bird expires 23rd July

Essentials  
day &  
Masterclass

Book 2  
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attends  
FREE!

# 5th Annual Conveyancing Essentials & Masterclass

Managing contracts for sale from  
formation through to completion  
and the risks in between

Essential  
Conveyancing Skills  
19 August 2008

Conveyancing  
Masterclass  
20 August 2008

Marriott Hotel  
Brisbane

## Key benefits:

- Avoid the time, effort & expense of not completing the transaction on time
- Pick through issues with **enforcing and terminating contracts**
- Know how to move quickly when time is of the essence & **critical to the transaction**
- Pre-empt the **specific off-the-plan requirements** of buyers and sellers
- Practical approaches to **clearing the way to settlement**
- Advise on **enforcing and escaping contracts** in a falling market
- Provide clear and uncomplicated advice on **rights and remedies on termination**

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## Essential Conveyancing Skills

Designed to introduce and refresh those new to conveyancing on the essentials of property transactions.

## Conveyancing Masterclass

Hear from accredited experts & specialised property groups:  
Mallesons Stephen Jaques  
McCullough Robertson  
Flower & Hart Lawyers  
Holding Redlich  
Hickey Lawyers  
Carter Newell  
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# 5th Annual Conveyancing Essentials

## Managing contracts for sale from formation

### Day One: Essential Conveyancing Skills

Designed to introduce and refresh those new to conveyancing on the essentials of property transactions

8:30 **Conference registration**

8:50 **Welcome and opening**

9:00 **Tackling Standard Contracts in Cottage Conveyancing**

Cottage conveyancing forms a large part of the work undertaken by conveyancing professionals. An in depth knowledge of the standard contracts is an essential skill for conveyancers and in this session you will have the opportunity to evaluate these forms while also:

- Comparing REIQ House and Land contract to ADL forms
- Understanding the essential terms from the perspectives of purchaser and seller
- Practical strategies to ensure contractual due dates are met
- Preparing and completing standard contracts

**Mark Foy, Partner, McCullough Robertson**

9:50 **Understanding Commercial, Unit and Community Titles Scheme Contracts**

In this session, the standard form contracts for commercial, unit and community titles schemes will be outlined. Knowledge of these contracts is a must as commercial, unit and community titles schemes contracts regularly arise in conveyancing practice.

- Outlining the forms of the relevant standard contracts:
  - REIQ Unit Contract
  - REIQ Commercial Contract
  - ADL forms
- The importance of disclosure forms
- Conveyancing process for a commercial or unit and community titles scheme property

**Senior Associate & Mark Foy, Partner, McCullough Robertson**

10:40 **Morning tea**

11:00 **Incorporating Special Conditions in the Sale Contract**

Preparing conveyancing contracts requires a strong understanding of vital special conditions and the ability to identify specific issues in relation to the drafting of these conditions. Use this opportunity to develop a practical approach of incorporating special conditions in the sale contract. This session explores:

- The importance of special conditions
- Typical special conditions included in conveyancing contracts
- Determining whether to include special conditions as part of the contract
- Drafting effective and precise special conditions

**Matthew Rollason, Partner, Dibbs Abbott Stillman**

11:50 **Overview of the Property Agents and Motor Dealers Act (PAMDA)**

Demonstrating the application of PAMDA this presentation outlines the necessary steps to ensure compliance with the Act. Professionals engaged in conveyancing will benefit from this session focussing on:

- Summarising the essential provisions of PAMDA relating to conveyancing including the application to sales contracts for residences, Body Corporates and commercial property
- Executing contracts in compliance with PAMDA

- Identifying the commencement date of the contract by reference to PAMDA requirements
- Considering the consequences of non-compliance with PAMDA

12:40 **Networking Lunch for Speakers and Delegates**

1:40 **Applying the Queensland Conveyancing Protocol to Sale Contracts**

Taking a practical approach, this session examines the essential compliance provisions of the Queensland Conveyancing Protocol. Applying the protocol in practice is a requirement for all conveyancing matters and this session arms you with the necessary skills to do this, including:

- Summarising important aspects of the Protocol and its impact on everyday conveyancing
- Developing strategies to ensure compliance with the Protocol
- Ensuring precedent documents meet with the requirements of the Protocol
- Examining the consequences of breaching or failing to comply with the Protocol
- Demonstrating the application of the Protocol by practical examples

2:30 **Adjustments and Calculation of Settlement Figures and Stamp Duty**

This hands-on tutorial provides you with the opportunity to enhance your settlement figure calculation skills in a “learn by doing” environment. (Don't forget your calculator!)

- The importance of calculating accurate settlement figures and settlement statements
- Examples of necessary adjustments and determining final settlement figures
- Understanding adjustments and settlement figures by completing *practical exercises* involving adjustments for:
  - Rates, Water, Purchase price, Deposit, Release of mortgages
- Assessing Stamp Duty

**John Horrock, Principal, Horrock's Solicitors**

3:20 **Afternoon Tea**

3:30 **Risk Management Strategies for Conveyancing Matters – From Initial Consultation to Settlement.**

This presentation will put forward working techniques which will assist delegates to plan to meet the needs of individual clients and to implement that planning when undertaking a conveyancing matter. The issues addressed within this context include:

- Drafting documents
- Advising on requests for extensions or other variations to contracts
- Considering the results of enquiries
- Effecting settlements

Additionally, this presentation will deal with the need to comply with the Conveyancing Protocol, PADMA from the perspective of the lawyer for both buyer and seller and with other problems encountered managing conveyancing transactions for clients.

**Paul Siemon, Principal, PS Conveyancing Connection**

5:00 **Close of Day One**

Practical Tutorial

Interactive Presentation

### Day Two: Conveyancing Masterclass

8:30 **Conference Registration**

8:50 **Welcome and Opening by chairperson:**  
*David Bell, Partner, Mallesons Stephen Jaques*

9:00 **Getting warning statements right and the difficulties with compliance**

- How the warning statement has been triggering rights to termination by the buyer
  - Applying the direction given in *Devine Ltd v Timbs*;
- Knowing the prescriptive requirements of different methods in communication; *MP Management (Aust) Pty Ltd v CHurven* (2003)
- Understanding the possibility for differential treatment between the ability of a buyer and seller to withdraw from the transaction; *Grieve v Enge* (2006)
- Knowing when buyers can waive non-compliance: *Blackman v Milne* [2007]

*Michael Gapes, Insurance Partner, Carter Newell*

9:45 **How to use and respond to caveats in the property sector today**

- Taking action to remove a caveat that is either captious or capricious
- Establishing the existence of an equitable proprietary interest sufficient to support a caveat
- Satisfying the balance of convenience test for bringing a late application
- Actioning an interlocutory injunction as opposed to lodging a caveat
  - Claiming the right circumstances in applications for interlocutory relief
  - The significance of comparing the mistaken but reasonable belief of a caveator with the wrongful lodgement

*Sharon O'Toole, Associate, Carter Newell*

10:30 **Morning tea**

10:40 **Using Lexon first letters as a practical tool to address specific requirements of the Conveyancing Protocol**

- Managing the critical steps and undertaking first analysis of the conveyance.
- Stepping through a conveyance up to the point of sending a first letter including initial engagement, initial verbal contact, compliance with the *Property Agents and Motor Dealers Act 2000*.
- Highlighting critical dates, appropriate use of checklists.
- Detailed case studies:
  - Acting for the 1. the buyer and 2. the seller

*Warren Denny, Partner; Mitchell Beck, Solicitor, Flower & Hart*

11:25 **Actionable misrepresentation in real estate transactions and advising on bait advertising**

- Advising on the controversial content of advertisements in a flattening market
  - Over-quoting the value of properties to vendors
  - Under-quoting of estimated selling prices
  - The use of price ranges and the terms 'from' or 'plus'
- Looking at the recent federal court decision of *ACCC v Gary Peer & Associates Pty Ltd*

- Seeing how the *Property Agents and Motor Dealers Act 2000* regulates real estate agents, auctioneers and property developers
  - Knowing the liability arising under s 574 and the prohibitions of sections 14 and 18

*Shane Williamson, Property Litigation Partner, ClarkeKann*

12:10 **PROFESSIONAL NETWORKING SESSION**

*Bring your business cards and make the most of this opportunity to mingle with conference delegates in a relaxed interactive format.*

1:40 **Networking Lunch for Speakers and Delegates**

1:30 **Forecasting the issues associated with off-the-plan purchases in a tight economic climate**

- Locking in deals and maximising margins through options and rights of pre-emption
- Providing strategic advice in relation to the documentation of amendments and price variation provisions
- Drafting progress payments for the period of construction
- When getting the vendor to complete is the issue at hand
- Bringing latent or patent defects to the purchaser's attention

*Andrew Johnson, Partner, Holding Redlich*

2:15 **Cases, contested issues and inconsistent rulings associated with agreeing to release deposits**

- Issues associated with agreeing to release the deposit before settlement
- Recent cases and issues to do with the *Property Agents and Motor Dealers Act*

*David Nematalla, Partner, Hickey Lawyers*  
*Keith Howe, Barrister, Queensland Bar*

3:00 **Afternoon tea**

3:15 **Pre-empting the grounds for rescission during the cooling-off period**

**Spotting potential problems when they are still far enough away**

- Advising on a vendor's disclosure obligations
- Distinguishing between rights of rescission and bringing an action for damages
- Considering the possibility of two cooling off periods being required with the exercise of an option; how to draft a waiver on the second
- When the seller may withdraw from an option; *Cheree-Ann Property Developers Pty Ltd v East West International Development Pty Ltd* [2007]

4:30 **Avoiding a delayed settlement when time is of the essence in a credit crunch**

- Implications of unconscientious conduct per *Tanar Enterprises Pty Ltd v Joseph Cauchi* and *Pentagold Investments Pty Ltd*
  - Taking into account the inconsistent rulings in *Legione* and *Stern*
  - Advising on relief against forfeiture
  - Giving precision and robustness to clauses regarding time stipulations and warrant against equitable intervention

4:45 **Close of Conference**

# Priority registration form 5th Annual Conveyancing Essentials & Masterclass

**4 easy ways  
to register**

**Phone:** 1800 772 772  
**Fax:** (02) 9422 2338  
**Online:** www.lexisnexis.com.au/pd  
**Mail:** Conference Co-ordinator, LexisNexis  
Locked Bag 2222,  
Chatswood Delivery Centre, Chatswood NSW 2067

Please complete sections A, B, C, D

Conference code: PD9208 CPD reference no: CPD532 ABN: 70 001 002 357

## A Delegate 1 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Organisation: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

Suburb Postcode State

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

## Delegate 2 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

## Delegate 3 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

\*\* to send conference confirmation

**3rd Delegate FREE!**

## B Please tick as many practice areas you work in which apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Banking & finance            | <input type="checkbox"/> Family law                               |
| <input type="checkbox"/> Commercial litigation & ADR  | <input type="checkbox"/> Insolvency & restructuring               |
| <input type="checkbox"/> Corporate and commercial law | <input type="checkbox"/> Insurance and risk                       |
| <input type="checkbox"/> Criminal law                 | <input type="checkbox"/> Property                                 |
| <input type="checkbox"/> Energy and resources         | <input type="checkbox"/> Wills & estates                          |
| <input type="checkbox"/> Environment and planning     | <input type="checkbox"/> Workplace relations, employment & safety |
|   | <input type="checkbox"/> Other: _____                             |

This will help us keep you informed about topics relevant to your business needs.

### CONFERENCE RESOURCES

- I am unable to attend but would like to purchase a set of conference papers for the Corporate Tax Conference \$270.00 + GST = \$297.00

### TEAM DISCOUNTS\*

- Register a team of 3 for the Corporate Tax Conference at the same time, from the same organisation and receive a free pass for the 3<sup>rd</sup> delegate.

\* Early Bird, team discounts and any other discount cannot be taken concurrently

## C Event Pricing (please tick your selection)

### Early Bird Special\* (register & pay before 11 July 2008)

- |  |                       |
|--|-----------------------|
| <input type="checkbox"/> Day 1: Essential Skills Day     | \$ 850 + GST = \$ 935 |
| <input type="checkbox"/> Day 2: Conveyancing Masterclass | \$ 850 + GST = \$ 935 |
| <input type="checkbox"/> Two Day conference              | \$1600 + GST = \$1760 |

### Standard Price (register & pay after 11 July 2008)

- |  |                       |
|--|-----------------------|
| <input type="checkbox"/> Day 1: Essential Skills Day     | \$ 950 + GST = \$1045 |
| <input type="checkbox"/> Day 2: Conveyancing Masterclass | \$ 950 + GST = \$1045 |
| <input type="checkbox"/> Two Day Conference              | \$1800 + GST = \$1980 |

## Who Should Attend?

### Day one

- Practitioners new to conveyancing
- Trainee and junior lawyers
- Conveyancing clerks
- Paralegals

### Day two

- Sole Practitioners
- In-house counsel
- Practitioners
- Principals
- Partners

## D Payment details Payment is due upon registration

- Enclosed is my cheque for: \$ \_\_\_\_\_ made payable to LexisNexis
- Pay by credit card: Please charge \$ \_\_\_\_\_ to
- Mastercard     Visa     American Express
- Card number: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
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- Signature of cardholder: \_\_\_\_\_
- Charge to my LexisNexis account: \$ \_\_\_\_\_
- Account number: \_\_\_\_\_
- Signature: \_\_\_\_\_
- Name of approving manager: \_\_\_\_\_

### PROGRAM CHANGES

Details regarding this conference were confirmed and correct at the time of printing. LexisNexis reserves the right to cancel or amend the conference details at any time if required.

### CANCELLATION

Your registration will be confirmed in writing when full payment is received. We will refund your registration in full less a \$165 administration fee if notification is received in writing by 6 August 2008. If we receive written notification between 7 August 2008 and 20 August 2008 you will receive a 50% refund and conference documents. No cancellation requests will be accepted after 20 August 2008. You may nominate a replacement, however no refund will be issued.

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- Tick here if you DO NOT wish to receive information about upcoming events