

**Law Society of NSW**

**Conveyancing Dispute Resolution Scheme  
Joint Referral Notice**

**February 2005**

**CONVEYANCING DISPUTE RESOLUTION SCHEME – JOINT REFERRAL  
NOTICE**

Vendor:  
Vendor Solicitor:

Purchaser:  
Purchaser Solicitor:

Property Address:

Date of Contract:

Short Summary of the Issue(s) to be determined:

*Whether or not there has been a misstatement of the Strata by-laws relating to  
companion animals affecting the contractual rights between the parties.*

Statement of agreed facts:

An agreed schedule of relevant documents is attached.

Vendors' submissions (not exceeding 1 A4 page) are attached.

Purchasers' submissions (not exceeding 1A4 page) are attached.

The dispute will be considered by the Law Society Property Law Committee in accordance with the terms of reference, a copy of which can be obtained on request from the Law Society.

We agree that:

1. The determination by the Law Society Property Law Committee will be binding on both parties unless the amount in issue exceeds \$25,000, or the parties otherwise agree in writing.
2. We will not take legal action against the Law Society, its employees or any member of the Law Society Property Law Committee in relation to the dispute, the determination or the refusal of either party to comply with the determination.

Date:

Signature by Vendor/Vendor's Solicitor:

Signature by Purchaser/Purchaser's Solicitor:

# TERMS OF REFERENCE FOR THE CONVEYANCING DISPUTE RESOLUTION SCHEME BY THE PROPERTY LAW COMMITTEE OF THE LAW SOCIETY OF NEW SOUTH WALES

## INTRODUCTION:

### **The Conveyancing Dispute Resolution Scheme:**

The Conveyancing Dispute Resolution Scheme (“the Scheme”) is a scheme developed by the Law Society to resolve claims disputes which come within the Terms of Reference of the Scheme. The Property Law Committee of the Law Society of New South Wales operates as the Determination arm of the Scheme. The Law Society represents all solicitors in New South Wales who are members of the Law Society and acts as the secretariat of the Scheme.

The object of the Scheme is to offer to its members representing the parties to a dispute in a conveyancing transaction the facility of an impartial and authoritative alternative to litigation or arbitration. By agreement between the parties a binding determination can be made for amounts not exceeding \$25,000.00. Parties may not consider the Scheme suitable for claims exceeding \$25,000.00 and would normally seek the appointment of an arbitrator by the President of the Law Society under the terms of the sale of land contract.

The Scheme is funded by the Law Society of New South Wales, including provision of all administrative and secretarial resources. Participation in the Scheme by the individual solicitors who serve on the Property Law Committee of the Law Society of New South Wales is entirely voluntary.

### **Application and Definitions:**

1.1 The Terms of Reference apply to disputes between the parties to conveyancing transactions represented by solicitors.

#### **1.2 Definitions:**

For the purpose of the Terms of Reference:

<i>Chair</i>	means the Chair of the Property Law Committee
<i>Claimants</i>	means the parties to a conveyancing transaction who refer a dispute to the Scheme.
<i>Committee</i>	means the Property Law Committee of the Law Society
<i>Determination</i>	means the resolution of the Property Law Committee in respect of the Dispute, in accordance with the Terms of Reference, which is binding on the parties
<i>Dispute</i>	means the issue(s) agreed by the solicitors for the claimants for determination by the Property Law Committee
<i>Scheme</i>	means the Conveyancing Dispute Resolution Scheme

### **Dispute Covered by the Terms of Reference:**

- 2.1. The Terms of Reference cover property transactions entered into by parties using the standard form of contract for sale of land approved under the joint copyright of the Law Society of New South Wales and the Real Estate Institute of New South Wales.
- 2.2. The Terms of Reference do not apply to the following:
  - the professional costs of the solicitors acting for the parties to the dispute;
  - the sales or marketing practices, or general business administration of the Law Society or the Real Estate Institute except where they directly relate to the dispute;
  - any other matter which the Committee determines

### **Claimants:**

- 3.1 The Terms of Reference only apply to those parties to a conveyancing transaction where at least one party is represented by a member of the Law Society.

### **Referral of a Dispute to the Scheme:**

- 4.1 A notice referring a dispute to the Scheme (Referral Notice) shall be in the form prescribed by the Committee from time to time for the purposes of the Terms of Reference, and shall specify:
  - the nature of the dispute;
  - a concise statement of the issues to be determined; and
  - the agreed facts in relation to the dispute.
- 4.2 The Referral Notice shall be signed by each claimant's solicitor, requesting a determination by the Committee in accordance with the Terms of Reference.

### **Liability of the Law Society and the Property Law Committee**

- 5.1 The Law Society of New South Wales, its employees and members of the Committee or members shall not be liable to either party to a dispute for any loss or damages arising directly or indirectly in the course of their handling of the dispute.

### **Conflict of Interest:**

- 6.1 Any member of the Committee who declares or who has, in the opinion of the Chair, a personal interest in any dispute referred to the Committee shall step down while the Committee considers that dispute. If the Chair declares a personal interest in any dispute referred to the Committee for determination he or she shall not participate in making the determination and an alternative shall act in his/her place.

### **Conduct of the Property Law Committee:**

- 7.1 The objective of the Committee is to facilitate the satisfactory determination of those disputes which are referred to it.
- 7.2 The Committee shall consider and determine the dispute taken up by it within a reasonable time.
- 7.3 Proceedings of the Committee shall be at the discretion of the Chair of the Committee.
- 7.4 If the information provided to the Committee by any party to a dispute is considered insufficient or incomplete, that party may be required to provide such further information as the Committee requests.
- 7.5 In arriving at a determination the Committee shall have regard to statute law, decided cases and what is fair and reasonable in all the circumstances; regard must also be had to good conveyancing practice, that is practice which prudent and competent conveyancers would have observe and the terms of the contract.
- 7.6 In making determination, the Committee is not obliged to follow any previous determinations or recommendations.
- 7.7. In its absolute discretion in respect of a dispute the Committee may:
  - refuse to make a determination where the majority of the Committee considers that it should decline to make a determination; or
  - make a determination
- 7.8 The decision of the Committee shall be provided to the claimants in dispute in writing without the giving of reasons for the determination.
- 7.9 The claimants to a dispute shall not publish or disclose to any third party a determination of the Committee in a form that discloses the identity of the parties without the prior written consent of the parties to the dispute.