



## AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC DIVISION) MEMBERSHIP APPLICATION FORM

1. Surname Ms/Mrs/Miss/Mr .....
2. Given Names .....
3. Previous Names (if applicable) .....
4. Residential Address .....Postcode.....
5. Residential Telephone ..... Mobile .....
6. Business/Company Name .....
7. Name of Directors (if applicable).....  
.....
8. Business Address .....Postcode.....
9. Postal Address .....Postcode.....
10. Business Telephone ..... Fax .....
11. Email .....

## MEMBER CATEGORIES

| Type   | Full Fee<br>(paid quarterly by<br>automatic direct debit) | Full Fee<br>(If <u>not</u> paid by automatic<br>direct debit) | Voting Rights                                    |
|--|---|---|--|
| <b>Corporate –</b> <ul style="list-style-type: none"> <li>• 1 Licensed Business Owner with up to 2 staff</li> <li>• 2<sup>nd</sup> Licensed Business Owner</li> <li>• Extra Staff</li> </ul> | \$845<br><br>\$485<br><br>\$120 each                      | \$960<br><br>\$725  | Only for Licensed business owner/s<br><br><br>No |
| <b>Sole Licensed Business Owner</b>  | \$725   | \$825   | Yes  |
| <b>Employee Member</b>   | \$385   |   | Yes  |
| <b>Student Member</b>  | \$60  |   | No   |
| <b>Associate Member</b>  | \$605   |   | No   |
| <b>Life Member</b>   | \$Nil   |   | Yes  |

- Fees are inclusive of GST
- Corporate membership allows a Licensed Conveyancer to join Members of their staff as AICVIC Members and they benefit from being able to register their Member Staff for a discount when registering for any AICVIC Seminars, Workshops, etc. NOTE: If Staff are not AICVIC Members, then full registration fees apply.
- A probationary period of 6 months will apply to all new Members.

### **Licensed Business Owner Member**

Members have the option of paying their Annual Fees in quarterly instalments, payable 15 October, 15 January, 15 April and 15 July each year. If Members elect not to pay by automatic direct debit, then a higher fee applies. A further \$50 discount will apply to those paying the full annual fee by 15<sup>th</sup> October 2015.

- **Licensed Business Owner Members who wish to use the services of the AICVIC's retained solicitor** must pay an additional amount for his services - \$600.00 pa. Payable quarterly at the same time as the normal fees.

### **Employee Member**

- An Employee Member is employed as a Conveyancer in a Conveyancing practice or a legal firm or a related industry involved in the advancement of the profession and may or may not be a Licensed Conveyancer.

### **Student Member**

- Enrolled in a current recognised tertiary course, such as the Advanced Diploma of Conveyancing, Diploma of Conveyancing, Associate Diploma of Business (Legal Practice), Bachelor of Law or other course acceptable to the Committee. A Student category terminates when the course is completed and they must revert to a different type of membership.

### **Associate Members**

Any person who does not fall into one of the above categories.



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OR e)  Associate Member

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11. **Educational Qualifications:**

Please list all tertiary courses or licensing examinations you have undertaken in furthering your career as a Conveyancer. Attach copies of Certificates awarded and/or results achieved to date:

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.....  
.....

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12. I wish to authorize payment of membership fees by direct debit (Tick as appropriate)  
Yes  No

13. Have you ever been struck off, barred or refused membership of any Statutory Body, Registration Authority or Association? Yes  No

14. Have you ever been convicted of a criminal offence involving fraud or dishonesty? Yes  No

If yes, please provide details .....  
.....

15. Have you ever been declared bankrupt or formally placed yourself or your business in bankruptcy? Yes  No

If yes, please provide details .....  
.....

I hereby confirm that I have read the Code of Conduct of the Australian Institute of Conveyancers (Vic Div) (<http://www.aicvic.com.au/publications/code-of-conduct/>) and undertake to comply with the Code and to undertake Continuing Professional Development (CPD) as required by the Institute. I understand that if I do not comply with these undertakings, that the Committee has the authority to suspend my membership.

AIC Vic uses your business information on our website in our Find a Conveyancer section. Business information is also provided to our sponsors. If you wish to opt out of this please advise [admin@aicvic.com.au](mailto:admin@aicvic.com.au)

Signature of Applicant ..... Date ...../...../.....

***An Applicant/Member must be a natural person, not a Company or Business.***

**Attachments:**

- Please provide a copy of your current letterhead (Licensee, Corporate and Employee applicants).
- Licensed Business Owner members who operate a company must provide a current company search
- Copies of conveyancing qualifications
- Please attach conveyancing employment history providing a resume of actual work undertaken and responsibilities involved in each place or position.

**Disqualified Persons:**

- Any disbarred Solicitor or Barrister or any person disqualified from membership of any professional body
- Any person who is an undischarged bankrupt.
- Any person who has been convicted or found guilty of a criminal offence involving fraud or dishonesty.

The Committee will carefully consider the merits of each Application. The Committee retains the right to offer the class of Membership it deems fit.

All information will be treated as strictly confidential. Please provide full information in reply to all questions. The Committee will, as considered necessary, seek support or verification from Referees, Employers and other such sources to enable full consideration to be given to your Application.

Your Application may take some time to process and may involve arranging an Interview. You will be notified in writing when the Committee has assessed the Application.

**Certified Practising Conveyancer (CPC) Program**

Conveyancers who have completed the following criteria may apply to become a CPC once they have been accepted for membership and have completed 6 months provisional membership :

**Minimum Requirements:**

At least five years' experience in Victoria as a Conveyancer or Conveyancing clerk in a **managerial role**.

**Plus**

Completion of a recognized tertiary course, such as: Advanced Dip. of Conveyancing Practice, Dip. Of Conveyancing, Dip. of Financial Services (Conveyancing), Associate Diploma of Business (Legal Practice), Bachelor of Law or other course or examination acceptable to the Committee

**Or**

A person who is/was a Licensed Conveyancer in another State, and who has at least two years recent experience in Victoria as a conveyancer or conveyancing clerk in a managerial role.


## CONTINUING PROFESSIONAL DEVELOPMENT REQUIREMENTS

Each licensee and employee member of the AIC must complete 10 points of CPD each year from the list below. At least 5 points must be from the Level One Education requirements. Each member of the AIC must provide evidence of completion of the CPD requirements for the preceding 12 months to the Committee by 1 October. **Members with CPC status will lose this status unless they complete their CPD requirements in each membership year.**

| CATEGORY                       | POINTS                          | ACTIVITY  |
|--------------------------------|---------------------------------|---|
| <b>Education<br/>Level One</b> | 3.0                             | AIC Vic Seminar (or video of seminar)   |
|                                | 1.0 point per hour              | AIC Vic Workshops   |
|                                | 1.0 point per hour              | AIC Vic Webinar/ Q & A  |
|                                | 3.0                             | AIC Vic State Conference attendance   |
|                                | 1.0 point per hour              | AIC Vic Risk Management Seminar   |
|                                | 1.0 point per hour              | Seminars run by Leo Cussen Institute, LIV or Legalwise or AIC National  |
|                                | 1.0                             | Completion of Subjects in Diploma of Conveyancing or other approved course (per subject), during the year (including Sale of Business Course) |
| <b>Education<br/>Level Two</b> | 2.0                             | AIC National Conference attendance  |
|                                | 1.0 point per hour              | Other conveyancing workshop, seminar, webinar or information event  |
|                                | 1.0/*maximum 1.0 points         | Risk Management training session  |
|                                | 1.0                             | Institute of Legal Executives (Vic) State Conference attendance   |
|                                | 0.5                             | Other Audio or video training   |
| <b>Attendance</b>              | 2.0                             | AIC Vic Annual General Meeting  |
|                                | 3.0                             | Presentation of conveyancing paper at a conference or seminar   |
|                                | 1.0/session *maximum 4.0 points | Best Practice Group   |
| <b>Membership</b>              | 4.0                             | AIC Vic Committee   |
|                                | 3.0                             | Conveyancing Council, committee or forum in relation to conveyancing industry   |
|                                | 2.0                             | AIC Vic Mentor Program member – active (ie at least one mentee per year)  |
|                                | 1.0                             | Fellow of Institute of Legal Executives (Vic)   |
|                                | 3.0                             | Writing or publication of a substantial article on conveyancing or a training package for conveyancers  |

Each member of the AIC must complete **10 points of CPD** from the above list each year. **At least 5.0 points must be from the Level One Education requirements.** Each member of the AIC must provide evidence of completion of the CPD requirements to the Committee by 1 October each year for the preceding 12 months. **Members with CPC status will lose this status unless they complete their CPD requirements in each membership year.**

[Australian Institute of Conveyancers \(Vic Div\) Inc.](http://www.aicvic.com.au)  
 Level 1, 551 King Street, West Melbourne, 3003  
 Ph: 03 9328 8175  
 Email: [admin@aicvic.com.au](mailto:admin@aicvic.com.au)      Website: [www.aicvic.com.au](http://www.aicvic.com.au)

|  |   |
|--|---|
| <p>Company Name: Aust. Inst. Of Conveyancers (Vic Div)<br/> Address Level 1, 551 King St, West Melbourne 3003<br/> Contact Details <a href="mailto:admin@aicvic.com.au">admin@aicvic.com.au</a> Tel: 9328 8175</p>  | <h1>Direct Debit Request</h1>   |
| <p>Request and Authority to debit the account named below to pay<br/> <b>Australian Institute of Conveyancers (Vic Division) Inc.</b></p>  |   |
| <p>Request and Authority to debit</p>  | <p>Your Surname or company name _____</p> <p>Your Given names or ABN/ARBN _____ “you”</p> <p>Request and authorise Australian Institute of Conveyancers (Vic Div) Inc ABN 88094065126 User ID 454757 to arrange, through its own financial institution, a debit to your nominated account any amount Australian Institute of Conveyancers (Vic Div), has deemed payable by <i>you</i>.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p> |
| <p>Insert the name and address of financial institution at which account is held</p>   | <p>Financial Institution Name _____</p> <p>Address _____</p> <p>_____</p>   |
| <p>Insert details of account to be debited</p>   | <p>Name/s on account _____</p> <p>BSB Number (Must be 6 Digits)  __ __ __ _ - __ __ __ _ </p> <p>Account Number  __ __ __ __ __ __ _ </p>   |
| <p>Acknowledgement</p>   | <p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you have understood and agreed to the terms and conditions governing the debit arrangements between you and Australian Institute of Conveyancers (Vic Div) as set out in this Request and in your Direct Debit Request Service Agreement.</p>  |
| <p>Insert your Signature and address</p>   | <p>Signature _____<br/> (if signing for a company, sign and print full name and capacity for signing eg. Director)</p> <p>Address _____</p> <p>_____</p> <p>Date ___ / ___ / ___</p>  |
| <p>Second account signatory (if required)</p>  | <p>Signature _____<br/> (if signing for a company, sign and print full name and capacity for signing eg. Director)</p> <p>Address _____</p> <p>_____</p> <p>Date ___ / ___ / ___</p>  |

# Direct Debit Request

**Company Name:** Aust. Inst. Of Conveyancers (Vic Div)  
**Address:** Level 1, 551 King St, West Melbourne 3003  
**Contact Details:** admin@aicvic.com.au Tel: 9328 8175

## Direct Debit Request

This is your Direct Debit Service Agreement with Australian Institute of Conveyancers (Vic Div) Inc ABN 88094065126 User ID454757. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

## Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between you and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you.

us or we means Australian Institute of Conveyancers (Vic Div), (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the customer who has signed or authorised by other means the Direct Debit Request.

your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

## 1. Debiting your account

1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. Amendments by us

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

## 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 14



days notification by writing to: Australian Institute of Conveyancers (Vic Div), Level 1, 551 King St, West Melbourne, 3003 or email : admin@aicvic.com.au

or  
by telephoning us on 9876 8221 during business hours;  
or  
arranging it through your own financial institution, which is required to act promptly on your instructions.

#### **4. Your obligations**

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct

#### **5. Dispute**

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on email: admin@aicvic.com.au and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

#### **6. Accounts**

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

#### **7. Confidentiality**

7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### **8. Notice**

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Australian Institute of Conveyancers (Vic Div) at admin@aicvic.com.au

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the third banking day after posting.