

Red Packet Eligibility Criteria

General Requirements

Red Packet Requests may only be submitted by the Lodging/Correcting Agent for the Plan or Dealing/s.

The request must be submitted in the following form:

- Company letterhead (not as text in body of email).
- Quote the Dealing number, Title reference or Plan number.
- Provide the following information:
 - o Explanation of Financial or Medical hardship.
 - o Supporting evidence.
 - o Confirmation that no third party will be disadvantaged by the priority registration of the dealing/s.

Requests can be emailed to customersupport@landservices.com.au, or delivered to our offices at 101 Grenfell Street.

Requests can be made at the time of lodgement or submitted at any time after lodgement.

Medical Grounds

A request made on medical grounds must outline a general explanation of the client's personal circumstance and the need for priority registration.

Eligibility for Red Packet service is available to any client who has a direct and material interest in a dealing or series of dealings and meets one of the following medical criteria:

- Has been diagnosed with a terminal illness or is suffering life threatening injuries.
- Is suffering illness, disability, or injuries and requires priority registration to accommodate their care, comfort, or medical treatment.
- Is suffering illness, disability, or injuries and requires priority registration to accommodate their transition to an aged, disability or medical care facility.

Financial Hardship

A request made on financial hardship grounds must outline a general explanation of the client's personal circumstance and the need for priority registration.

Eligibility for Red Packet service is available to any client who has a direct and material interest in a dealing or series of dealings and satisfies all of the following financial hardship criteria:

- 1. The client will likely suffer a negative financial impact if the dealing or series of dealings is not registered as a priority.
- 2. The client has limited assets.
- 3. The likely financial cost to be incurred by the client is disproportionate to their financial means.



- Has a dependent or dependents that are suffering illness, disability, or injuries and requires priority registration to accommodate their care, comfort or medical treatment.
- Is a victim of domestic violence and requires priority registration to accommodate their safety.

Examples of **acceptable** medical grounds include clients who require priority registration of a dealing to:

- Facilitate the sale of their property and ultimately fund their residency at an aged care facility.
- Facilitate changes to their existing property, or transition to a new property that caters for their medical needs and/or treatment. (E.g. Upgrades to home for wheelchair accessibility, or specialised medical equipment).

4. The financial burden will place the client at risk of meeting their day-to-day financial obligations.

Or

The financial burden will significantly jeopardise the client's financial independence and/or security.

- 5. The financial burden is the result of unforeseen circumstances and is not associated with poor planning or unrealistic timeframes.
- *Special consideration will be given to victims of domestic violence or others in dire circumstance.

Examples of acceptable financial hardship grounds include clients who require priority registration of a dealing to:

- Avoid delayed purchase of a home, while the client is struggling to maintain suitable housing and/or meet their day-to-day financial obligations.
- Avoid financial penalties that are so severe that it may render the client unable to proceed with the dealing/transaction and their housing accommodation or financial security is at major rick

Examples of unacceptable grounds for financial hardship include:

- Standard penalties associated with delayed settlement, where the client has failed to plan appropriately, or there has been a reasonably foreseeable delay.
- Expiry of financial approval or changes to the terms of financial approval.
- Intention of an interested party to exercise contractual powers to void or amend a contract.
- Market changes, including but not limited to changes in property prices, interest rates, or access to finance.

