QUEENSLAND TITLES REGISTRY **LEASE** **FORM 7** Version 6

Land Title Act 1994, Land Act 1994 and Water Act 2000 Page 1 of 13

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|  | | *Dealing Number* | |  | | | | | |  | | |
|  | untitledOFFICE USE ONLY  **Privacy Statement**  Collection of information from this form is authorised by legislation and is  used to maintain publicly searchable records. For more information see  the Department’s website. | | |  | | | | | |  | | |
| **1. Lessor**  **[insert name]** | | | **Lodger** (Name, address, E-mail & phone number) | | | | | **Lodger Code** | |
| **2. Lot on Plan Description** | |  | |  | | | **Title Reference** | | |
| lot **[insert] on [insert]** | |  | |  | | | **[insert]** | | |
| **3. Lessee** Given names | | Surname/Company name and number | | | | (include tenancy if more than one) | | | |
| **[insert]** | | **[insert name of Lessee]** | | | |  | | | |
| **4. Interest being leased**  **[insert details from the title – eg ‘fee simple in trust’ where the land is a DOGIT or ‘reserve’ in the case of a reserve under the Land Act]** | | | | | | | | | |
| **5. Description of premises being leased**  **[eg ‘Lease # on SP # in Lot # on SP #’ if only part of the lot is being leased or ‘the whole of the land’ where the whole lot is being leased ]** | | | | | | | | | |
| **6. Term of lease** 99 years  Commencement date: [insert]  Expiry date: [insert] ~~and/or Event:~~  #Options: Nil  #Insert *nil* if no option or insert option period (eg 3 years or 2 x 3 years) | | | | | **7. Rental/Consideration**  $1.00 per annum | | | | |
| **8. Grant/Execution**  The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached Schedule B. | | | | | | | | | | |
| **Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**  signature  full name  See Schedule A  qualification / /  **Witnessing Officer Execution Date Lessor’s Signature**  (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) | | | | | | | | | | |
| **9. Acceptance**  The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.  signature  full name    qualification / /  **Witnessing Officer Execution Date Lessee’s Signature**  (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec) | | | | | | | | | | |

This is the Schedule A referred to in the Lease dated [insert day and month] 2020

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached Schedule B.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

|  |  |  |
| --- | --- | --- |
| **Witnessing Officer** | **Execution Date** | **Lessor’s Signature** |
| signature  full name  qualification  as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec) | / / | Signed for and on behalf of **[insert Lessor’s name]**    by (full name)  Mayor/Chief Executive Officer  (signature) |

This is the Schedule B referred to in the Lease dated [insert day and month] 2020.

**Reference Table**

|  |  |
| --- | --- |
| **Premises description** | Premises described as [insert legal description]  Address: [insert street address]. |
| **Lessor name and notice details** | [insert Lessor details]  Address:  Postal Address:  Facsimile:  Email:  Attention: |
| **Lessee name and notice details** | [insert Lessee details]  Address:  Postal Address:  Email:  Attention: |
| **Rent** | $1.00 per annum (if demanded) |
| **Local Government** | [insert name of relevant local government] |
| **Mortgagee name and notice details** | [insert Mortgagee details]  Address:  Postal Address:  Facsimile:  Email:  Attention: |

# Interpretation and Definitions

* 1. In this Lease, the following definitions will apply:

*Act* means the Aboriginal Land Act 1991 (Qld) or Torres Strait Islander Land Act 1991 (Qld), as applicable;

*Approvals* mean any consent or approvals required by law;

*Claim* means any actions, claims, demands, proceedings, costs, losses, damages and expenses;

*Commencement Date* means the date specified in Item 6 on the Form 7;

*Expiry Date* means the date specified in Item 6 on the Form 7;

*Form 7* means the Form 7 lease which incorporates by reference the terms of this document;

*Further Term* means a further term of this Lease commencing on the Expiry Date for a period to be negotiated between the parties and as contemplated in clause 28;

*Improvements* means all improvements on the Premises at the Commencement Date, including all future improvements constructed or installed by the Lessee from time to time;

*Land* means the land described in Item 2 on the Form 7;

**Land Act** means the Land Act 1994 (Qld);

***Land Act Minister*** means the Minister administering the Land Act;

*Land Court* means the Court established under the *Land Court Act 2000*;

*Land Registry* has the same meaning as that term in the *Land Title Act 1994*;

*Lease* means this document together with its schedules, plans and attachments and includes any variation which has been duly executed by the parties and registered in the Land Registry;

*Lessee* means the Lessee named in Item 3 on the Form 7 and unless inconsistent with the subject matter, includes all persons authorised by the Lessee;

*Lessor* means the lessor referred to in Item 1 on the Form 7, together with its successors and permitted assigns and unless inconsistent with the subject matter or context, includes all persons for the time being authorised by the Lessor;

*Local Government* means the local government specified in the Reference Table;

*Minister* means the minister from time to time administering the relevant Act;

*Mortgagee* means the mortgagee specified in the Reference Table;

*Permitted Use* means the use specified in clause 4.1;

*Plans* mean the plans and specifications in Schedule D;

*Premises* mean the premises described in Item 5 of the Form 7 and shown on the plan attached as Schedule C and includes all Improvements;

*Reference Table* means the table and information on page 3 of this Lease;

*Registrar* means the Registrar of Titles under the *Land Title Act 1994*;

*Relevant Condition* means the obligations in clause 3 (Permitted Use), clause 5 (Construction of Dwelling) and clause 7 (Outgoings) and clause 12 (Transfer and Sub-leasing); **[Drafting Note: If clause 11 is deleted, this definition will require amending.]**

*Rent* means the amount specified in the Reference Table;

*Services* mean those services provided by the Local Government and includes potable water, sewerage, stormwater and drainage;

*Term* means the period specified in Item 6 on the Form 7; and

*Utilities* means those services provided by the Local Government or by an external provider including electricity, gas, telecommunications and rubbish removal.

* 1. In this Lease:

#### words importing a gender include any other gender and words in the singular include the plural and vice versa;

#### all monetary amounts refer to Australian currency;

#### a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;

#### a reference to an individual or person includes a corporation or other legal entity;

#### a reference to a clause or schedule means a clause or schedule to this Lease;

#### the headings are included for convenience of reference only and are not intended to affect the meaning of this Lease;

#### if an expression is defined, other grammatical forms of that expression will have corresponding meanings;

#### a reference to days or months means calendar days or months;

#### if the day on which any act or thing is to be done under this Lease is a Saturday, Sunday or public holiday in the place where the act or thing is to be done, the act or thing may be done on the next business day in that place;

#### if any conflict arises between the clauses in this Lease and the contents of any schedule, the clauses prevail; and

#### an obligation on the part of two or more persons binds them jointly and each of them individually.

* 1. If a government department or agency mentioned in this Lease:

#### ceases to exist; or

#### is reconstituted, renamed or replaced;

and its powers or functions are transferred to another government department or agency, a reference to the government department or agency will include that other government department or agency.

# Grant of Lease

* 1. This Lease is subject to the provisions of the relevant Act and (if relevant) the Land Act, if any clause or condition of this Lease is inconsistent with those Acts, the provisions of the relevant Acts prevail.

# Nature of tenancy

* 1. The Lessor and the Lessee acknowledge and agree that this Lease is a home ownership lease (as defined under the Act) for a term of 99 years (subject to the terms of this Lease) and the Lessee:

#### without limiting any other clause of this Lease, must pay all costs and expenses in relation to the Premises and the Lessor has no responsibility or obligation in that regard except as expressly provided to the contrary in this Lease; and

#### except as expressly provided for in this Lease, takes and is subject to the same responsibilities and liabilities in regard to the Premises including in respect of:

##### persons, property, costs and otherwise; and

##### capital or structural works repairs and maintenance,

which the Lessee would take and be subject to if the Lessee were the owner of the Premises, and the provisions of this Lease are to be read, interpreted and applied in the context of and incorporating those principles.

# Permitted Use

* 1. The Lessee must use the Premises primarily for private residential purposes.
  2. The Lessee must not use the Premises for any other purpose without the Lessor’s prior written consent.

# Construction of Dwelling

* 1. If a private residential dwelling is not constructed on the Premises at the Commencement Date, then the Lessee must ensure that a private residential dwelling is constructed no later than 8 years after the Commencement Date.
  2. At its cost, the Lessee must:

#### obtain all Approvals for the construction of the dwelling; and

#### ensure that the dwelling is constructed in a proper and workmanlike manner, using good quality materials and in accordance with the Approvals and the Plans.

# Rent

* 1. The Lessee must pay the Rent to the Lessor if demanded.

# Outgoings

* 1. The Lessee must pay all outgoings in respect of the Premises, including all:

#### charges for Services for the Premises;

#### charges for Utilities for the Premises; and

#### other statutory levies and charges payable by the occupier of the Premises.

# Inspection by Lessor

* 1. After giving 20 business days’ notice to the Lessee, the Lessor or its agents may enter the Premises at a reasonable time to:

#### inspect the Premises to determine the Lessee’s compliance with the Lease; or

#### exercise its rights to remedy breaches in accordance with clause 17.3.

* 1. These inspections may be undertaken annually, or at such other time during the Term where a reasonable cause for an inspection is stated in the notice. **[Drafting Note: This clause 8 can be deleted if the parties do not require it.]**

# Removal of Trees

* 1. The Lessee must not destroy any trees on the Premises, unless in accordance with the *Vegetation Management Act 1999* or the *Planning Act 2016*.

# Quiet Enjoyment

* 1. If the Lessee complies with the Lessee’s obligations under this Lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption or disturbance by the Lessor, or any person claiming under or through the Lessor.

# Compliance with Laws

* 1. The Lessee will at its own cost punctually comply with and observe the requirements of all statutes, regulations, ordinances and local laws relating to the Lessee’s occupation of the Premises.

# Transfer and Sub-leasing

* 1. The Lessee may transfer this Lease only with the prior written consent of the Lessor. The Lessor must not unreasonably withhold consent to the transfer.
  2. The Lessee may sub-lease the Premises only with the prior written consent of the Lessor and if required by the relevant Act, with the Minister’s prior consent. The Lessor must not unreasonably withhold consent to the sub-lease.
  3. The sub-lease referred to in clause 12.2 may only be for the purposes of entering into a residential tenancy agreement.
  4. The term of the sub-lease must not exceed the Term of this Lease and must end 1 day prior to the expiration of the Term of this Lease.

[Drafting Note: This clause 12 can be deleted if the parties do not require it. Note if this clause is deleted, the definition of ‘Relevant Condition’ in clause 1.1 will also require amendment to delete the reference to clause 12]

# Improvements and Alterations

* 1. In addition to the rights under clause 5, the Lessee, at its cost, may:

#### construct and install on the Premises all additional improvements which the Lessee determines are necessary for the Lessee’s use of the Premises; and

#### modify, extend or replace the Improvements (or any part of them) from time to time.

* 1. Before constructing any improvements under clause 13.1, the Lessee must obtain all applicable Approvals, at its cost.
  2. Subject to clause 18, despite being fixed to the Premises, all of the Improvements are and remain the property of the Lessee (including for the purposes of the relevant Act and, if relevant, the Land Act).
  3. The Lessee is responsible for maintaining and repairing the Improvements at the Lessee’s cost, (including structural maintenance and repairs).

# Insurance

* 1. During the Term of this Lease, the Lessee will insure the Improvements against damage by fire; lightning; impact by aircraft, earthquake, explosion, impact by vehicles and animals, malicious damage other than by person or in about the Improvements with the actual or implied consent of the Lessee, any sub-lessee, or licensee, rainwater and storm and/or tempest, in broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance is effected.
  2. The Lessee must take out and keep in force a public liability insurance policy covering the Lessee’s legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done, or omitted to be done on, or about the Premises and against all claims in respect of that loss, damage or injury.
  3. The public liability insurance policy must be for an amount of not less than $20 million in respect of all claims arising out of a single event, or such higher amounts as the Lessor may reasonably require from time to time.
  4. The insurance policies referred to in clause 14.1 must be with an insurer authorised under the *Insurance Act 1973* (Cth) and must name the Lessee as the insured.
  5. The Lessee must renew the policies, at the Lessee’s expense, each year during the Term of this Lease and if requested by the Lessor, forward a certificate of currency to the Lessor.
  6. Upon receipt of a notice of cancellation of the policy, the Lessee must immediately effect another policy in accordance with the provisions of this clause 14.
  7. The Lessee must notify the Lessor, the Minister and the Land Act Minister as soon as practical of the occurrence of any event that the Lessee considers is likely to give rise to a claim under a policy of insurance effected. The Lessee must ensure that the Lessor, the Minister and the Land Act Minister are kept fully informed of subsequent actions and developments concerning the claim.

# No Warranties

* 1. The Lessor gives no warranty as to the suitability of the Premises for the Permitted Use.

# Release and Indemnity

* 1. The Lessee:

#### indemnifies; and

#### releases and discharges,

the Lessor, the Minister, the Land Act Minister and the State of Queensland represented by the Department of Natural Resources and Mines (‘the **Indemnified**’) from and against all Claims which may be brought against, or made upon the Indemnified , or which the Indemnified may pay, sustain, or be put to by reason of, or in consequence of, or in connection with occupation and use of the Premises, except to the extent of any negligent or wilful act or omission of the Indemnified, their employees, servants, contractors, or agents.

# Default and Forfeiture

* 1. If the Lessee fails to comply with the Lessee’s obligations under this Lease, the Lessor may notify the Lessee of the breach and require the Lessee to remedy the breach within a time specified in the notice. The time must be reasonable having regard to the nature of the breach.
  2. If the Lessor notifies the Lessee under clause 17.1, then the Lessor must also notify the Mortgagee of the breach by providing the Mortgagee with a copy of the notice issued to the Lessee.
  3. If the Lessee or the Mortgagee does not remedy the breach in accordance with the notice, then the Lessor may remedy the breach. The reasonable costs incurred by the Lessor will be a debt due from the Lessee to the Lessor and may be recovered in a court of competent jurisdiction.
  4. If the notice given under clause 17.1 is for a breach of a Relevant Condition and if the Lessee has not remedied the breach within 6 months after receiving the notice, then subject to clause 17.5, the Lessor may refer the breach to the Land Court to determine if this Lease should be forfeited under the relevant Act.
  5. The Lessor must give the Lessee and the Mortgagee at least 28 days’ notice of the Lessor’s intention to refer the breach to the Land Court.
  6. If the Land Court determines that this Lease may be forfeited, then the Lessor may:

#### forfeit this Lease under the relevant Act; or

#### decide not to forfeit this Lease and instead allow this Lease to continue if this Lease is amended to include conditions agreed between the Lessor and the Lessee.

# Removal of Improvements

* 1. At the expiry or sooner termination of this Lease, other than forfeiture of this Lease, the Lessee:

#### may remove any of the Improvements and the Lessee’s other property, within 3 months of the date that this Lease ends;

#### must repair any damage caused by the removal of the Improvements and other property; and

#### must leave the Premises in a clean and tidy state.

* 1. If the Lessee does not remove the Improvements, then it must leave the Improvements in good repair and fit for use by a new lessee.
  2. If this Lease is forfeited, then the Lessee must leave the Premises in a clean and tidy state.
  3. If the Lessee exercises its rights under clause 18.1, then clause 14 (Insurance) and clause 16 (Release and Indemnity) apply whilst the Lessee is exercising those rights.
  4. Any of the Improvements which have not been removed within 3 months after this Lease ends will become the property of the Lessor.

# Surrender

* 1. The Lessor may only agree to a surrender of this Lease if the Lessee has obtained the written agreement of all registered mortgagees and registered sublessees of this Lease.

# No Waiver

* 1. If there is any delay or indulgence on the part of a party in the exercise by it of any of its rights, powers or remedies under this Lease, such delay, or indulgence will not be deemed to be a waiver of such rights powers or remedies, except where specifically communicated to the other party in writing.

# Consents

* 1. Any permission, consent, or approval to be given by the Lessor must not be unreasonably withheld but may be given subject to reasonable conditions.

# Further Assurances

* 1. Where a party to this Lease has an obligation or right to do something, then the other party:

#### must not unreasonably do anything which prevents the party from performing its obligation or exercising its right; and

#### must, at the other party's expense, sign any documents, or do any acts reasonably required to assist the other party performing the obligation, or exercising the right, except in circumstances where doing so would materially prejudice the party.

# Amendment of Lease

* 1. This Lease may be amended in accordance with the relevant Act if:

#### both the Lessor and the Lessee agree; and

#### a formal instrument of amendment is registered by the Registrar.

# Notices

* 1. Any notice, request, consent, or approval under this Lease must be in writing and may be delivered by hand, by registered mail, by facsimile, or by email to the addresses specified in the Reference Table, or any substitute address as may have been notified by the relevant addressee from time to time.
  2. Subject to clause 24.3, notices will be deemed to be given:

#### if posted - 20 business days after deposit in the mail with postage prepaid;

#### if delivered – on the date of delivery;

#### if faxed – on the date on which an apparently successful transmission is noted by the sender's facsimile machine; or

#### if emailed – on the date of the email,

as the case may be.

* 1. An email or facsimile transmission received after 5.00pm on any day will be deemed to be received at the start of the next business day.
  2. Notices by:

#### the Lessor must be on the Lessor’s letterhead and signed by an authorised person (the parties agreed that a solicitor is an authorised person); and

#### the Lessee must be signed by the Lessee.

* 1. Notices may be given by, or to a party’s solicitor by any of the means specified in clause 24.1.

# Costs

* 1. Each party is responsible for its own costs of and incidental to the negotiation, preparation and execution of this Lease, including the cost of any necessary consents and approvals sought by that party.
  2. The Lessee must pay any registration fees and survey fees for this Lease.
  3. The Lessee must pay the transfer duty (if any) for this Lease.

# Registration of Lease

* 1. The Lessee must register this Lease promptly after receiving the signed Lease from the Lessor and provide a copy of the registration confirmation statement to the Lessor.

# Governing Law

* 1. This Lease is governed by the laws of Queensland.

# Further Term

* 1. The Lessee may apply to the Lessor to renew this lease for a Further Term at any time during the last year of the Term.
  2. If the Lessee wishes to renew this lease for a Further Term, the Lessee must make a written application to the Lessor as required by the Act and must include the following information:

#### the name of the Lessee; and

#### information to identify this Lease.

* 1. If the Lessor agrees to grant the Lessee a lease for a Further Term, the new lease will be on the same terms and conditions as are contained in this Lease, except that the provisions of this clause 28 will be omitted.

**Title Reference [insert]**

**Plan of Premises**

**(attached)**

**[Drafting Note: attach survey plan of lot ]**

**Title Reference [insert]**

**Plans and Specifications**

**(attached)**

**[Drafting Note: Delete if not applicable]**