



GUIDE FOR FINALISING YOUR LEASE

Now that your Lease has been prepared, follow these steps to finalise the Lease:

1. Check that all of the details you have entered into the Lease are correct and read the balance terms of the Lease to ensure that you are satisfied with them.
2. Print 3 x single-sided copies of the Lease on A4 paper.
3. Provide the Lease to the Lessee for signing as follows:
 - a. If the Lessee is a person (as opposed to a company) – then the person must sign on the right-hand line and date at Item 9 of the Lease in the presence of a qualified witness, being a Commissioner for Declarations, Justice of the Peace or Solicitor. The qualified witness must sign and specify their full name and qualification where specified;
 - b. If the Lessee is a company who has a sole director/secretary – then the sole director/secretary must sign on the right-hand line and date at Item 9 of the Lease. No witness is required for director signatures; or
 - c. If the Lessee is a company who has more than one director – then both a director and another director/secretary must sign on the right-hand lines and date at Item 9 of the Lease. No witness is required for director signatures.
4. If there is a guarantor/s, then each guarantor must sign the Guarantee and Indemnity at the end of the Lease where indicated in the presence of an independent adult witness. The witness, who may be any person with capacity over the age of 18 years who is not a party to the Lease, must sign as witness to the bottom-left of the guarantor's signature.
5. The Lessor must then sign each original copy of the Lease as follows:
 - a. If the Lessor is a person (as opposed to a company) – then the person must sign on the right-hand line and date at Item 8 of the Lease in the presence of a qualified witness, being a Commissioner for Declarations, Justice of the Peace or Solicitor. The qualified witness must sign and specify their full name and qualification where specified;
 - b. If the Lessor is a company who has a sole director/secretary – then the sole director/secretary must sign on the right-hand line and date at Item 8 of the Lease. No witness at all is required for director signatures; or
 - c. If the Lessor is a company who has more than one director – then both a director and a director secretary must sign on the right-hand lines and date at Item 8 of the Lease. No witness is required for director signatures.
6. The Lessor must then provide the original signed Lease to the Lessee for its records, retaining the second original Lease for the Lessor's records. The third copy of the original Lease is to be provided to the Titles Registry, if in fact the parties require registration of the Lease (see further below).
7. If a mortgage is registered over the property, then the Lessor should provide a copy of the Lease to the bank and request the bank's formal consent to the Lease. This is



a requirement under most standard mortgages. The bank will provide its consent by way of an original signed Form 18 Consent document.

The bank will often charge the Lessor an application fee, usually around \$150-\$300, and the terms of the Lease may allow the Lessor to on-charge this fee to the Lessee. Note however that for retail leases, this fee cannot at law be on-charged to the Lessee.

8. If either party wishes to register the Lease at the Titles Registry, then this can be done either by post or in person at their office. To contact the Titles Registry regarding their requirements for lodgement of the Lease, including the lodgement fee and any supporting documentation, the Titles Registry contact details can currently be found here: <https://www.dnrm.qld.gov.au/our-department/contact-us/titles-registry-contacts>
