

Dealing Number



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1. Lessor **Lodger** (Name, address, E-mail & phone number) **Lodger Code**
SMITH & SONS COMPANY PTY LTD ACN 987 654
321 AS TRUSTEE

2. Lot on Plan Description **Title Reference**
Lot 1 on SP321987 123456789

3. Lessee Given names Surname/Company name and number (include tenancy if more than one)
QUEENSLAND LEGAL PTY LTD (ACN 123 456 789) AS TRUSTEE

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
PART OF THE LOT, BEING AN AREA OF APPROX. 120 M2, AS SHOWN IN THE LEASE PLAN

6. Term of lease **7. Rental/Consideration**
Commencement Date: 27/08/2023 SEE ATTACHED SCHEDULE
Expiry Date/Event: 3 Years from the Commencement Date
Options: 2 (Two) X 3 Year Options Granted
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

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**; *the attached schedule and document no. _____; * document no. _____; *Option in registered Lease no. _____ has not been exercised.
* delete if not applicable

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

..... Signature
..... full name SEE ENLARGED PANEL
..... qualification / /
Witnessing Officer Execution Date Lessor's Signature
(Witnessing officer must be in accordance with Schedule 1 of the 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 SEE ENLARGED PANEL
..... qualification / /
Witnessing Officer Execution Date Lessee's Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 123456789

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.

EXECUTED by the Lessor, SMITH & SONS COMPANY PTY LTD (ACN 987 654 321) ATF SMITH FAMILY TRUST T/AS SMITH HOUSE (ABN 12 345 678 910), in accordance with Section 127 of the Corporations Act 2001 (Cth):

Signed: (Director, if required)

Signed:
(Sole Director/Secretary)

Full Name:

Full Name:

Dated:/...../.....

Dated:/...../.....

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

EXECUTED by the Lessee, QUEENSLAND LEGAL PTY LTD (ACN 123 456 789) ATF LEGAL TRUST (ABN 89 123 456 789), in accordance with Section 127 of the Corporations Act 2001 (Cth):

Signed: (Director, if required)

Signed:
(Sole Director/Secretary)

Full Name:

Full Name:

Dated:/...../.....

Dated:/...../.....

The Personal Guarantor accepts and acknowledges their obligations pursuant to the lease.

SIGNED, SEALED and DELIVERED by the Personal Guarantor, MICHAEL JOHN TURNER, as a Deed:

Witnessed By:

Signed:

Full Name:

Dated:/...../.....

Qualification: Legal Practitioner / JP / C Dec / Other

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

Title Reference 123456789

COMMERCIAL LEASE

REFERENCE SCHEDULE

A	Lessor:	SMITH & SONS COMPANY PTY LTD (ACN 123 456 789) ATF SMITH FAMILY TRUST T/AS SMITH HOUSE (ABN 12 345 678 910)
	Lessor's Address:	14 Smith Street, Mooloolaba Queensland 4557
	Lessor's Email:	smith@smith.com.au
	Lessor's Phone:	0400 000 000
B	Property Agent:	No Property Agent appointed at commencement of this Lease
	Agent's Address:	
	Agent's Name:	
	Agent's Email:	
	Agent's Phone:	
C	Lessee:	QUEENSLAND LEGAL PTY LTD (ACN 123 456 789) ATF LEGAL TRUST (ABN 12 345 678 910)
	Lessee's Address:	Level 1, 8 Innovation Parkway, Mooloolaba Queensland 4557
	Lessee's Email:	contact@queenslandlegal.com.au
	Lessee's Phone:	07 5391 0050
D	Premises Address:	14 SMITH STREET, MOOLOOLABA QUEENSLAND 4557
	Lot:	1 Plan: SP345987
	Title Reference:	123456789
	Interest in the Lot:	Part of the Lot, being an area of approx. 120 m2, as shown in the Lease Plan
	Exclusive Car Spaces:	2 spaces are included within this Lease
E	Term:	3 YEARS Commencement Date: 27/08/2023
F	Option Terms:	2 (Two) X 3 Year Options Granted
G	Rent (per annum):	\$ 100,000.00 (Excluding GST)
H	Outgoings:	Payable at 100% of all Outgoings for the Lot
I	Rent Review Dates:	Each Anniversary of the Commencement Date (including any Option Terms)
	Rent Review Type:	Fixed Percentage of 5%
J	Market Review Dates:	On the exercise of an Option Term
K	Bank Guarantee:	The amount equal to 3 Months Rent, plus Outgoings, Plus GST, and as adjusted from time to time.
L	Guarantors Name:	MICHAEL JOHN TURNER
	Guarantor's Address:	99 The Street, Mooloolaba Queensland 4572
	Guarantor's Email:	mturner@queenslandlegal.com.au
	Guarantor's Phone:	0420 308 151
M	Permitted Use:	Professional Office.

Title Reference 123456789

1. DEFINITIONS

1.1 Terms in Reference Schedule

Where a term used or defined in this Lease appears in the Reference Schedule, that term has the meaning, definition, or effect as part of the clause to which it refers.

1.2 Definitions

In this Lease:

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)
- (11)
- (12)
- (13)
- (14)



(15) **Valuer** means a person who:

- (a)
- (b)



2. INTERPRETATION

2.1 Construction

(1) References to:

- (a) a person includes a body corporate;
- (b) a party includes the party's executors, administrators, successors and permitted assigns;
- (c) month or monthly means calendar month or calendar monthly; and
- (d) a right includes a remedy, authority or power.

(2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

2.2 Plurals and Genders

Reference to:

- (1) one gender includes the others; and
- (2) the singular includes the plural and the plural includes the singular.

2.3 Parties Bound Jointly and Individually

- (1) If a party (including any Guarantor under this Lease) consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2.4



2.5

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Title Reference 123456789

covenant by that person.

2.6 Severability

If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.

2.7 Entire Understanding

- (1) This Lease:
 - (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this lease; and
 - (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- (2) Each party has entered into this Lease without relying on any representation by any other party or any person purporting to represent that party.

2.8 Headings

- (1) Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- (2) References to clauses, schedules and annexures will be construed as references to clauses of and schedules and annexures to this Lease.

2.9 Organisations

- (1) If any organisation has ceased to exist, reference to that organisation will be deemed to be reference to an organisation having substantially the same objects as the original organisation.
- (2) Reference to the president of an organisation will, in the absence of a president, be read as reference to the senior officer for the time being of the organisation or any other person fulfilling the duties of president.

2.10 Areas and Measurement

- (1) 
- (2) 

2.11 Lessor's Consent

- (1) Unless otherwise stated, if the Lessor's consent or approval is required it:
 - (a) may be granted or withheld at the Lessor's discretion; and
 - (b) will not be effective unless in writing.

2.12 Written Notices


If a provision of this Lease requires a notice to be given by a party, it must be in writing unless the provision states that it may be given orally.

2.13 Governing Law and Jurisdiction

- (1) The law of Queensland governs this Lease.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

2.14 Exclusion of Statutory Provisions

To the extent permitted by law:

- (1) 
- (2) 

2.15 Goods and Services Tax

- (1) 
- (2) 
- (3) 
- (4) 

Title Reference 123456789

contribution to Outgoings), loss or liability incurred or to be incurred by the other party ("**Reimbursable Expense**"), the amount payable by the first party is the amount of the Reimbursable Expense net of input tax credits (if any).

3. TERM AND HOLDING OVER

3.1 Term

The Lessor leases the Premises to the Lessee for the Term, subject to the provisions of this Lease.

3.2 Holding Over



4.3

4. OPTION OF RENEWAL

4.1 Application of this Clause

- (1) If the Reference Schedule contains any Option Term and the Lessee:
- (a) wishes to lease the Premises for an Option Term; and
 - (b) gives notice to that effect to the Lessor not more than 6 months and not less than 3 months before the then current Term expires; and
 - (c) is not currently in breach of an essential term of this Lease; then

the Lessor **MUST** grant a lease of the Premises to the Lessee for the Option Term on the following conditions ("**Further Lease**").

4.2 Terms of Further Lease



5. RENT

5.1 Rent

- (1) The Lessee **MUST** pay the Rent by equal monthly instalments, in advance.



(2)

(3)

(4)

Title Reference 123456789

6. RENT REVIEW

6.1 Application of this Clause

This clause applies if a Rent Review Date is provided for in the Reference Schedule.

6.2 Rent Review by CPI

(1)

(2)

6.3 Suspension of Consumer Price Index

(1)

(2)

(3)

6.4 Rent Review by Fixed Increased

(1)

(2)

6.5 No Rent Review

If the Reference Schedule does not provide for a Rent Review type, then this Lease is not subject to any Rent Review during the Term.

7. MARKET RENT REVIEW

7.1 Application of this Clause

This clause applies if a Market Rent Review Date is provided for in the Reference Schedule.

7.2

7.3

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Title Reference 123456789

7.4 **Payment of Rent Pending Review**

(1)

(2)

(3)

7.5 **No Market Review**

If the Reference Schedule does not provide for a Market Review, then this Lease is not subject to any Market Review during the Term.

8. OUTGOINGS

8.1 **Definition of Outgoings**

(1)

8.2 **Payment by Lessee of Outgoings**

8.3

8.4

9. USE OF THE PREMISES BY THE LESSEE

9.1 **Permitted Use**

(1) The Lessee **MUST** only use the Premises for the Permitted Use of the Premises stated in the Reference Schedule.

(2)

(3)

9.2 **Restrictions on Use**

The Lessee **MUST NOT**:

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Title Reference 123456789

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

- (7)
- (8)
- (9)
- (10)
- (11)

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9.3 Cleaning, Maintenance and Breakages

The Lessee **MUST**:

- (1)
- (2)
- (3)
- (4)
- (5)
- (6)

9.4 The Lessees Business from the Premises

The Lessee **MUST**:

- (1)
- (2)
- (3)
- (4)
- (5)

9.5 Lessee's Signage

- (1)
- (2)

Title Reference 123456789

(3)

(4)

(5)

10.3 Lessor May Enter

(1)

(2)

10. MAINTENANCE AND REPAIR

10.1 Repair of Premises

(1)

(2)

(3)

10.4 Notice of Damage or Defect in Services

The Lessee **MUST** promptly give the Lessor notice of:

- (1) any damage to, or defect of, or disrepair in, the Services, or the Lessor's Property; and
- (2) any circumstances likely to cause any danger, risk or hazard to the Premises or any person.

10.5 Maintenance of Air Conditioning Equipment

Throughout the Term and any extension of it, the Lessee **MUST**:

(1)

(2)

10.2 Lessor's Right to Inspect and Repair

(1)

(2)

(3)

(4)

11. FIRE AND STATUTORY REQUIREMENTS

11.1 Statutory Requirements

(1)

(2)

Title Reference 123456789

(3)

12. INSURANCES, RISK AND INDEMNITIES

11.2

11.3

11.4

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Title Reference 123456789

12.4 Exclusions of Lessor's Liability

(1)

(2)

(3)

(4)

12.5 Indemnities

The Lessee indemnifies the Lessor against all Claims arising during or after the Term from:

(1)

(2)

(3)

(4)

13. ASSIGNMENT AND SUBLETTING

13.1 Lessor's Consent Required

The Lessee **MUST** obtain the Lessor's prior consent before the Lessee assigns, sublets or deals with its interest in the Premises.

13.2 Conditions of Lessor's Consent

13.3

13.4

Title Reference 123456789

14.3

14. LESSEE'S WORKS

14.1 Application

14.2

14.4

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Title Reference 123456789

14.5

14.6

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14.8

15.2 Essential Terms of this Lease

15.3

15. DEFAULT OF THIS LEASE

15.1 Default and Breach

The Lessee is in default, and in breach of this Lease if:

- (1) the Rent or any money payable by the Lessee is not paid when due;
- (2) repairs required by any notice are not carried out by the Lessee within the time specified in the notice;
- (3) the Lessee fails to perform or observe any of its covenants or obligations under this Lease;

Title Reference 123456789

16. CONSEQUENCES OF DEFAULT

16.1 Damages

16.2

16.3

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Title Reference 123456789

17. DAMAGE AND DESTRUCTION

17.1 Definitions

In this clause:

- (1) "**Reinstatement Notice**" means a notice given by the Lessor to the Lessee of the Lessor's intention to carry out the Reinstatement Works; and
- (2) "**Reinstatement Works**" means the work necessary to:
 - (a) reinstate the Premises; or
 - (b) make the Premises fit for occupation and use or accessible by the Lessee.

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Title Reference 123456789

18. DEMOLITION OR REDEVELOPMENT

18.1

18.2

18.3

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17.9

17.10

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Title Reference 123456789

19. TERMINATION OR EXPIRY OF LEASE

19.1 Lessee's Obligations



19.2

19.3



20. BANK GUARANTEE AS SECURITY

20.1 Application

If bank guarantee details have been inserted in the Reference Schedule, this clause applies.

20.2 Amount of Bank Guarantee



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Title Reference 123456789

20.3

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21. GUARANTEE & INDEMNITY AS SECURITY

21.1 Application

If the Reference Schedule has been completed by inserting details of any Guarantor/s, then this clause applies to this Lease.

21.2 Execution by Guarantors

- (1) Each Guarantor **MUST** execute this Lease at the same time that, or before, the Lessee executes this Lease.
- (2) By executing this Lease, each Guarantor:
 - (a) requests the Lessor give this Lease to the Lessee; and
 - (b) offers, in consideration for such request to be bound by the terms of this Lease; and provide the Guarantee and Indemnity contained within this clause.

21.3 Guarantee

21.4

21.5

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Title Reference 123456789



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21.6

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21.11

22. DISPUTE RESOLUTION

22.1 Definitions in this Clause

The following terms in this clause, have the following meanings:

Title Reference 123456789

- (1) **Dispute/s** means any dispute or disagreement that may arise between the Parties to this Lease in relation to the subject matter of this Lease, its interpretation, meaning or effect.

22.2

22.3

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SAMPLE
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Title Reference 123456789

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23. MISCELLANEOUS

23.1 Quiet Enjoyment

If the Lessee performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbance from the Lessor or any person claiming by, through or under the Lessor.

23.2

23.3

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Title Reference 123456789

unless the email is not delivered.

23.4

23.6 **Costs**

The Lessee will pay the Lessor on demand:

- (1) registration fees on this Lease (if the Lessee requires registration of this Lease);
- (2) the Lessor's reasonable expenses in connection with:
 - (a) the preparation, negotiation and entry of this Lease;
 - (b) any assignment, subletting or extension;
 - (c) any surrender or termination of this Lease except through its expiry;
 - (d) any default by the Lessee or the Lessee's Employees in observing or performing the provisions of this Lease; and
 - (e) any consent required under this Lease; and
- (3) the costs associated with complying with any conditions of consent to this Lease.

23.5

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Title Reference 123456789

23.10

24. SPECIAL CONDITIONS

24.1 The Parties may agree upon any special conditions that apply to their relationships under this Lease.

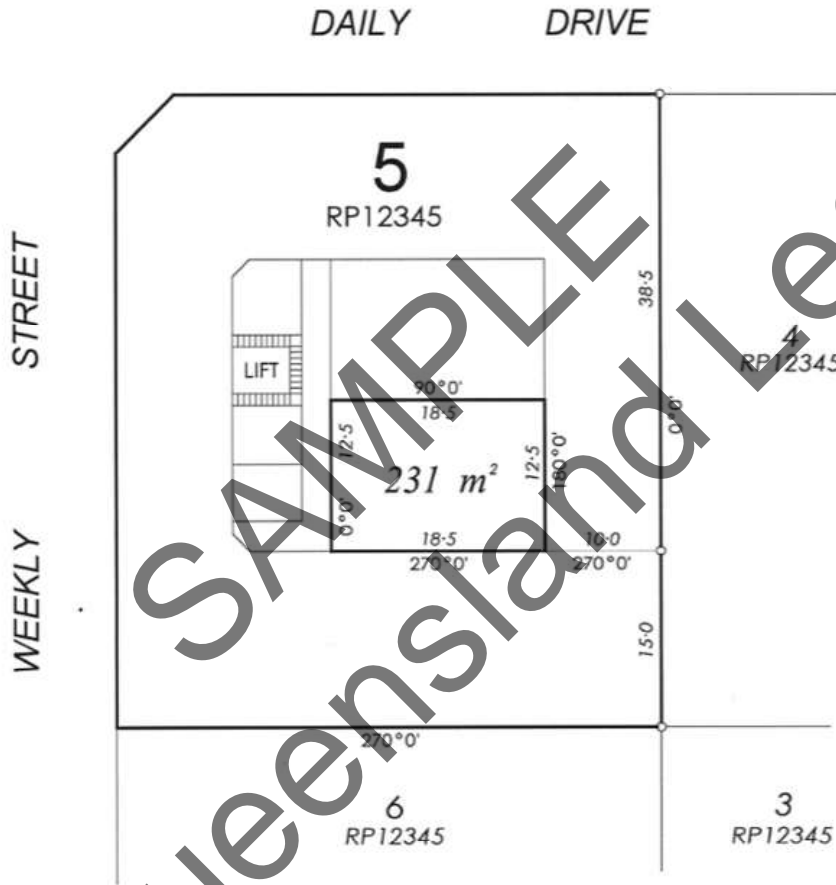
24.2 Any special conditions must be in writing, and be signed by each Party to this Lease.

24.3

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Title Reference 123456789

Lease Plan



SKETCH PLAN OF
Lease A being part of the 4th Floor of the Building
erected on Lot 5 on RP1245
Parish of Oxley
County of Stanley
Title Reference 11347856

I
certify that the details shown on this sketch plan are
correct.

Licensed Surveyor

Date

