



**QUEENSLAND TITLES REGISTRY PTY LTD (ACN 648 568 101)**  
**STANDARD ACCESS AGREEMENT**  
**FOR THE ELECTRONIC LODGEMENT OF INSTRUMENTS/DOCUMENTS INTO THE**  
**AUTOMATED TITLES SYSTEM (ATS)**

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN:** **Queensland Titles Registry Pty Ltd (ACN 648 568 101)** of  
Level 7, 259 Queen Street, Brisbane, Queensland, 4000  
("Queensland Titles Registry")  
of the one part.

**AND:** **[Legal Business Entity] [ACN if a company]**  
Address: [Address]  
("the Electronic Lodger")  
of the other part.

- A. Queensland Titles Registry maintains a system/database for the recording of title transactions in Queensland known as the Automated Titles System ("ATS").
- B. Queensland Titles Registry maintains a system that permits the electronic lodgement of Instruments/Documents in ATS via the internet, referred to herein as the System.
- C. The Electronic Lodger desires to obtain a non-exclusive, non-transferable right from Queensland Titles Registry to electronically lodge Instruments/Documents in ATS using the System.
- D. Queensland Titles Registry is prepared to grant to the Electronic Lodger a non-exclusive, non-transferable right to use the Electronic Lodgement Facility for the purposes specified in this Agreement but subject to the terms and conditions hereinafter contained.

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

#### IT IS AGREED:

#### 1. Interpretation

1.1. In this Agreement, unless the contrary intention appears or the context requires:

- (a) *Administrative Fees* means administrative charges payable in relation to overpaid Regulatory Fees, pursuant to paragraph [60-0895] of the Land Title Practice Manual (Queensland);
- (b) *Agreement* includes the terms and conditions contained herein together with all Schedules and variations made by deed between the parties;
- (c) *Annual Fee* means the annual fee payable by the Electronic Lodger for the SecurID card referred to in clause 25;
- (d) *Application Database* means the various databases of information maintained by Queensland Titles Registry to be made available to the Electronic Lodger pursuant to this Agreement;
- (e) *Automated Titles System (ATS)* means the suite of programs which automates the registration and search processes associated with titles under the *Land Title Act 1994*, *Land Act 1994* and the *Water Act 2000*;
- (f) *Commencement Date* means the date of this Agreement as shown on page 1;
- (g) *Destruction Report* means a list of Instruments/Documents being held by the Electronic Lodger which the Queensland Titles Registry requires to be destroyed by shredding or any other method approved by the Queensland Titles Registry;
- (h) *Electronic Lodgement Facility* means the electronic access (including SecurID card and password) and electronic reports made available by Queensland Titles Registry to electronic lodgers for the lodgement of the Instruments/Documents and the payment of Regulatory Fees;
- (i) *Electronic Lodger* includes, where the context permits, the employees, agents, contractors of the Electronic Lodger;
- (j) *Electronic Lodger's System* means the operating and applications system in the form of a computerised system which enables the electronic lodgement of Instruments/Documents through to the Application Database as described in Schedule C;
- (k) *Form* means forms as specified in the Land Title Practice Manual (Queensland);
- (l) *Instrument/Document* means those Forms that are identified in Schedule A of this Agreement that may be lodged in ATS by the Electronic Lodger pursuant to this Agreement but does not include any original evidence document lodged with but not part of the titles registry form;
- (m) *Registers* means the registers required to be maintained by the Registrar under relevant legislation and the maintenance of which has been delegated to Queensland Titles Registry under instrument(s) of delegation;
- (n) *Registrar* means the person or persons occupying the roles from time to time of Registrar of Titles under the *Land Title Act 1994* and the Registrar of Water Allocations under the *Water Act 2000*;

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- (o) *Registration* in relation to an Instrument/Document means both an Instrument/Document that is registered and an Instrument/Document that is made current;
- (p) *Regulatory Fees* means the fees payable in respect of the performance of the functions of the Registrar (as delegated to Queensland Titles Registry) in the amounts advised by Queensland Titles Registry from time to time;
- (q) *SecurID card* means the SecurID card referred to in clause 25 used by the Electronic Lodger and its employees to access the Electronic Lodgement Facility;
- (r) *System* includes the following:
- (i) the Application Database;
  - (ii) the internet interface;
  - (iii) a firewall and any other security infrastructure;
  - (iv) any modification made to thereto during the Term; and
- any inclusion or deletion of a component by or on behalf of Queensland Titles Registry.
- (s) *Term* means the term as set out in this Agreement under clause 3 unless earlier terminated under clause 16.
- 1.2. A reference herein to the singular will include the plural and vice versa, each reference to gender refers to all other genders, and each reference to a person will include reference to a body corporate or other legal entity recognised by law.
- 1.3. A reference to a clause, Schedule or attachment is a reference to a clause or Schedule of, or an attachment to this Agreement.
- 1.4. A reference in this Agreement to a Schedule will be read as including a reference to that Schedule as amended or substituted from time to time by written agreement between the parties.
- 1.5. Headings used in this Agreement are for convenience and ease of reference only, are not part of this Agreement and will not be relevant to or affect the meaning or interpretation of this Agreement or any part of this Agreement.
- 1.6. Reference to statutes, regulations, ordinances or by-laws will be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.
- 1.7. No rule of construction will apply to a provision of this Agreement to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.
- 2. Agreement**
- 2.1. Queensland Titles Registry grants a non-exclusive, non-transferable right to the Electronic Lodger, to electronically lodge Instruments/Documents subject to the provisions of this Agreement.
- 2.2. Queensland Titles Registry reserves the right to approve other electronic lodgers during the Term. This Agreement constitutes the entire agreement between the parties regarding the electronic lodgement of Instruments/Documents in ATS. Any prior arrangements, agreements, representations, statements or undertakings whether verbal or in writing are superseded.
- 3. Duration of Agreement**
- 3.1. This Agreement will commence from the Commencement Date and continue for a period of three years subject to any earlier termination under clause 16 of this Agreement.

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

#### 4. Continuation of Right to Lodge Electronically

- 4.1. If Queensland Titles Registry continues to provide the Electronic Lodgement Facility after the expiry of the Term, the Electronic Lodger may apply to Queensland Titles Registry to continue the right to lodge electronically within the time period nominated in clause 4.2.
- 4.2. An application to continue the right to lodge electronically is the responsibility of the Electronic Lodger and is to be made:
  - 4.2.1. not earlier than six months prior to the end of the Term; and
  - 4.2.2. not later than three months prior to the end of the Term.
- 4.3. If an application made to Queensland Titles Registry by the Electronic Lodger under clause 4.1 and 4.2 is approved, Queensland Titles Registry will provide a new agreement for execution by the Electronic Lodger prior to the expiry of the Term.
- 4.4. Queensland Titles Registry may approve an application referred to in clause 4.1 and 4.2 if the Electronic Lodger:
  - 4.4.1. has made full and prompt payment of all Annual Fees and Regulatory Fees;
  - 4.4.2. has not been in breach of the Agreement or if a breach has occurred has remedied the breach in accordance with the Agreement; and
  - 4.4.3. agrees to be bound by any amendments or additions to the terms and conditions of this Agreement as Queensland Titles Registry may require at the time of the application.
- 4.5. Following approval of the application for continuation of the right under clause 4.4, the new Agreement will commence immediately upon the expiration of the Term.

#### 5. Annual, Regulatory and Administrative Fees

- 5.1. The Electronic Lodger must pay to Queensland Titles Registry an Annual Fee on the Commencement Date and following the receipt of an invoice by Queensland Titles Registry, annually on the anniversary of the Commencement Date unless earlier terminated under clause 16, at which time the Electronic Lodger will remain liable for payment of the Annual Fee until the SecurID card is returned to Queensland Titles Registry. The Electronic Lodger acknowledges that the Annual Fee may change from time to time during the Term.
- 5.2. The Annual Fee is payable by Electronic Funds Transfer (EFT), direct debit or by direct deposit into the account nominated in Item 5 of Schedule B by the due date marked on the invoice. The Electronic Lodger must nominate a payment method for Annual Fees by documenting only one of the payment methods in Item 4, Schedule C of this Agreement. The Electronic Lodger may elect to change their nominated payment method by giving reasonable notice in writing to Queensland Titles Registry.
- 5.3. The Electronic Lodger must pay to Queensland Titles Registry all Regulatory Fees and Administrative Fees that would be payable if the Instruments/Documents were lodged in person.
- 5.4. The Electronic Lodger must nominate a payment method for Regulatory Fees by documenting only one of the payment methods in Item 5, Schedule C of this Agreement. The Electronic Lodger may elect to change their nominated payment method by giving reasonable notice in writing to Queensland Titles Registry.
- 5.5. If the Electronic Lodger's nominated payment method for Annual Fees and/or Regulatory Fees is direct debit, the Electronic Lodger must set up a bank account with a direct debit facility accessible by Queensland Titles Registry and complete a Direct Debit Request form. If the Electronic Lodger elects to direct debit Regulatory Fees from a trust account, then a second bank account (not a trust account) with a direct debit facility accessible by Queensland Titles Registry must be set up for the payment of Annual Fees. When the Electronic Lodger electronically lodges Instruments/Documents during a business day, Queensland Titles Registry will direct debit the Electronic Lodger's direct debit account for the total amount of the Regulatory Fees payable in respect of those lodgements for that day.

## **Queensland Titles Registry**

### **Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)**

- 5.6. The Electronic Lodger will not revoke the direct debit authority in favour of Queensland Titles Registry or close the nominated account, during the Term or until all Regulatory Fees are paid, without the written consent of Queensland Titles Registry.
- 5.7. Regulatory Fees payable by the following methods must be delivered to Queensland Titles Registry as follows:
- 5.7.1. where payment is to be made by cheque, the cheque/s must be delivered to the Queensland Titles Registry at the street address in clause 24.1.1 between 9am and 11.30am on the business day in Brisbane immediately following the date of lodgement of the Instrument/Documents in respect of which the fees are payable; or
  - 5.7.2. where payment is to be made by EFT or credit card (Visa and MasterCard only), that payment must be made by the time in clause 5.7.1; or
  - 5.7.3. where payment is to be made by direct deposit into the account nominated in Item 5 of Schedule B, that payment must be made by the time in clause 5.7.1.

The Electronic Lodger acknowledges that a failure to pay in accordance with this clause may result in delays in Registration. Where payment is pursuant to this clause, then clauses 5.5, 5.6 and 12.1 will not be applicable.

- 5.8. The Electronic Lodger acknowledges and agrees that Administrative Fees may be deducted by Queensland Titles Registry from the refund of any overpayment of the Regulatory Fees.
- 5.9. When payment of the Annual Fee is made by either EFT or direct deposit, the Electronic Lodger must, immediately after payment is made, provide a remittance advice to [titlesbanking@titlesqld.com.au](mailto:titlesbanking@titlesqld.com.au).
- 5.10. When payment of Regulatory Fees is made by either EFT or direct deposit, the Electronic Lodger must, immediately after payment is made, provide a remittance advice to [titlesbanking@titlesqld.com.au](mailto:titlesbanking@titlesqld.com.au) by 11:30am on the day following lodgement.
- 5.11. When payment of the Regulatory Fee is made by credit card, the Electronic Lodger will be contacted via telephone on a secure line by Titles Registry requesting credit card details prior to 11:30am on the day following lodgement.
- 5.12. For the purpose of clause 5.3, payment of the Regulatory Fee is not deemed made unless the Regulatory Fee for the Instruments/Documents is received by Queensland Titles Registry. In the case of payment by cheque, if the cheque is dishonoured upon presentation, the Regulatory Fee is deemed not received by Queensland Titles Registry. If the Electronic Lodger receives written notice from Queensland Titles Registry advising that the payment of the Regulatory Fee has not been made, the Electronic Lodger must pay the outstanding Regulatory Fee within 1 business day.

## **6. Status of Electronic Lodger**

- 6.1. The Electronic Lodger must hold all Instruments/Documents electronically lodged on behalf of Queensland Titles Registry until their destruction pursuant to clause 7.2.
- 6.2. The Electronic Lodger has no power or authority to contract, negotiate or enter into a binding relationship for or on behalf of Queensland Titles Registry, or make any representations on behalf of Queensland Titles Registry.

## **7. Storage and Destruction**

- 7.1. The Electronic Lodger must store the originals of all Instruments/Documents electronically lodged with Queensland Titles Registry in a safe secure facility in the Electronic Lodger's office. The Electronic Lodger is to provide Queensland Titles Registry with details of its storage and destruction procedures upon request by Queensland Titles Registry.
- 7.2. A Destruction Report will be issued to the Electronic Lodger twenty-eight days after the last Instrument/Document in a batch is completed.

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Where under State or Commonwealth law the Electronic Lodger must retain Instruments/ Documents in their original form then it must do so, but otherwise, the Electronic Lodger must collect all original Instruments/Documents mentioned in that Destruction Report and destroy them within seven days of receipt of the Destruction Report.

#### **8. Warranty**

- 8.1. Queensland Titles Registry warrants that it has the full right, power and authority to grant to the Electronic Lodger all rights that are conferred upon the Electronic Lodger under this Agreement.
- 8.2. The Electronic Lodger will use its best efforts to ensure the Instruments/Documents to be lodged by it electronically will comply in all respects with the instructions for preparation of Instruments/Documents as detailed in the Land Title Practice Manual (Queensland).

#### **9. Confidentiality**

- 9.1. Except for availability to Queensland Titles Registry, the State of Queensland or as otherwise permitted or required by law, the Electronic Lodger must keep all information contained in the Instruments/Documents private and confidential.

#### **10. Limitation of Liability**

- 10.1. The liability of Queensland Titles Registry in respect of the non-receipt by Queensland Titles Registry of:
  - 10.1.1. Instruments/Documents purportedly submitted by the Electronic Lodger to Queensland Titles Registry for electronic lodgement in ATS and;
  - 10.1.2. Instruments/Documents purportedly resubmitted by the Electronic Lodger to Queensland Titles Registry for electronic lodgement in ATSwill be limited to the refund of Regulatory Fees.
- 10.2. The Electronic Lodger must not alter any information contained in an Instrument/ Document or permit another to do so after the Instrument/Document has been accepted for lodgement by Queensland Titles Registry unless a request is made in writing by Queensland Titles Registry to correct an Instrument/Document. Breach of this condition may (at Queensland Titles Registry's option in its sole discretion) result in the immediate termination of this Agreement. In addition, any successful claims for compensation brought against the State pursuant to the provisions of Subdivision C of Division 2 of Part 9 of the Land Title Act 1994 (as amended) arising from such an alteration of the information on the part of the Electronic Lodger will be dealt with by the State in accordance with the provisions of Section 190 of the Land Title Act 1994 (as amended).

#### **11. Indemnity**

- 11.1. The Electronic Lodger agrees to indemnify Queensland Titles Registry in respect of all claims for loss, damage or injury which may be suffered by any person arising directly or indirectly from any fraudulent activity in the Electronic Lodger's use of the Electronic Lodgement Facility.
- 11.2. Both parties ("the Indemnifying Party") will indemnify the other party ("the Indemnified Party") against any loss or damage that the Indemnified Party may sustain or incur as a result of the failure by the Indemnifying Party to perform its obligations under this Agreement.
- 11.3. Queensland Titles Registry will indemnify the Electronic Lodger for any loss or damage it incurs arising from the destruction of the Instruments/Documents after the issue of a Destruction Report pursuant to clause 7.2.
- 11.4. The Electronic Lodger will be liable for loss or damage resulting from the Instruments/Documents being destroyed (except after the issue of a Destruction Report) or lost at any time for the Term.

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#### **12. Obligations of The Electronic Lodger**

- 12.1. If paying Regulatory Fees under clauses 5.5 and 5.6, upon execution of this Agreement the Electronic Lodger must complete and submit to Queensland Titles Registry a direct debit facility application form. All Regulatory Fees payable in respect of Instruments/Documents lodged for Registration in pursuance of this Agreement must be paid by direct debit from the Electronic Lodger's nominated direct debit bank account. The Electronic Lodger must ensure that there are sufficient cleared funds in its direct debit bank account at all times to permit payment of the Regulatory Fees.
- 12.2. The Electronic Lodger must notify Queensland Titles Registry as soon as practicable if the Electronic Lodger becomes aware of any unauthorised use of the whole or any part of the Electronic Lodgement Facility.
- 12.3. The Electronic Lodger must use its best efforts to promptly bring to the attention of Queensland Titles Registry any unethical or dishonest procedure in relation to the use of the Electronic Lodgement Facility that the Electronic Lodger may discover.
- 12.4. The Electronic Lodger must give Queensland Titles Registry such assistance and co-operation as it reasonably requires in connection with the operation of this Agreement.
- 12.5. The Electronic Lodger must use its best efforts to ensure that any electronic lodgements performed by any of its employees, agents, contractors or consultants does not involve or cause any corruption of, introduce any errors into or make any amendments or changes to the Instruments/Documents lodged.
- 12.6. The Electronic Lodger must establish and maintain, at its own expense, the Electronic Lodger's System (including the cost of any support systems and the cost of any Internet Service Provider for accessing the Application Database).
- 12.7. The Electronic Lodger must ensure that any titles registry Form comprising part of an Instrument/Document lodged under this Agreement is the original Form completed and signed and not a copy of the original Form.
- 12.8. The Electronic Lodger must ensure images of Instruments/Documents transmitted under the Electronic Lodgement Facility are of a standard and in a format approved by Queensland Titles Registry. Prior to electronic lodging, the Electronic Lodger must use its best efforts to ensure that all form types, fees and title references entered during the process of any electronic lodgement are correct.
- 12.9. The Electronic Lodger must notify Queensland Titles Registry of any change in business name, contact details or cessation of its business within seven days of the occurrence of the change.

#### **13. Obligations of Queensland Titles Registry**

- 13.1. Queensland Titles Registry will use its best efforts to maintain and make available to the Electronic Lodger the Electronic Lodgement Facility, subject to Queensland Titles Registry's paramount obligation to preserve and safeguard the integrity and security of the Registers.
- 13.2. Queensland Titles Registry will in its normal course of business:
  - 13.2.1. use its best efforts to ensure that the Application Database is operative and available for access by the Electronic Lodger's System during the hours of operation specified in Item 2 of Schedule B; and
  - 13.2.2. provide as much advance notice as possible prior to implementation of any modifications to the technical specifications or operations of Queensland Titles Registry's System which will impact upon the operation of the Electronic Lodger's System.

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- 13.3. Where the Application Database is modified pursuant to clause 13.2.2, the Electronic Lodger must undertake all required modifications and amendments to the Electronic Lodger's System. When advising the Electronic Lodger of any modifications pursuant to clause 13.2.2 Queensland Titles Registry will also notify the Electronic Lodger of a date after which the modified Application Database will commence being utilised and Queensland Titles Registry will be entitled to utilise the amended Application Database on that date previously advised to the Electronic Lodger, whether the Electronic Lodger has completed the updates or not.
- 13.4. Queensland Titles Registry will use its best efforts to rectify any fault in Queensland Titles Registry's System.
- 13.5. If there is a breakdown of Queensland Titles Registry's System which adversely affects the ability of the Electronic Lodger to use the Electronic Lodgement Facility, Queensland Titles Registry will notify the Electronic Lodger as soon as practicable and will use its best efforts to reconstruct lost or destroyed data to the Electronic Lodger.
- 13.6. In the event of any failure in availability of the Application Database other than during a support period, Queensland Titles Registry will rectify the failure as soon as reasonably possible.
- 13.7. Queensland Titles Registry will immediately notify the Electronic Lodger upon becoming aware of any scheduled unavailability of the Application Database during the times specified in Item 2 of Schedule B.
- 13.8. Queensland Titles Registry will not be liable for any costs incurred or losses suffered by the Electronic Lodger or any other person as a result of the unavailability of the Electronic Lodgement Facility for any reason.

#### **14. Proper Records, Auditing and Right to Inspect and Review**

- 14.1. Queensland Titles Registry may, at its own expense, appoint a person to inspect the use of the Electronic Lodgement Facility by the Electronic Lodger in respect of this Agreement and the Electronic Lodger must make all the Electronic Lodger's System, Instruments/Documents and document storage facility available for inspection.
- 14.2. For the purposes of this clause and clause 15, Queensland Titles Registry acting through its agents or authorised representatives may on two business days prior written notice and during business hours enter premises where Queensland Titles Registry reasonably believes the Electronic Lodger is conducting electronic lodgements under this Agreement.
- 14.3. The Electronic Lodger must co-operate with Queensland Titles Registry, its agents or authorised representatives during any inspection.
- 14.4. Queensland Titles Registry will be entitled to inspect, access and retrieve Instruments/Documents from the Electronic Lodger on reasonable notice and during business hours and the Electronic Lodger must make all such Instruments/Documents and systems available to Queensland Titles Registry.
- 14.5. Following an inspection under this clause, Queensland Titles Registry may at its discretion review the performance of the Electronic Lodger under this Agreement.

#### **15. Compliance with Review**

- 15.1. Following a review under clause 14.5, the Electronic Lodger may be required by Queensland Titles Registry to vary business practices in order to comply with requirements and obligations contained in the Agreement and notify Queensland Titles Registry of such variance, within a thirty day period.
- 15.2. Where agreement cannot be reached on any issues documented by Queensland Titles Registry in the inspection and review, mediation may be sought pursuant to clause 19, and if this mediation does not resolve the issues in dispute then this Agreement may be terminated by Queensland Titles Registry in accordance with clause 16.4.



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#### **16. Termination and Suspension**

- 16.1. Queensland Titles Registry may immediately terminate this Agreement by notice in writing or suspend the SecurID card and/or bar the Electronic Lodger's access to the Electronic Lodgement Facility without notice if:
  - 16.1.1. The Electronic Lodger defaults in payment of the Annual Fee or any Regulatory Fees; or
  - 16.1.2. The Electronic Lodger fails to perform any of its obligations or responsibilities under this Agreement; or
  - 16.1.3. Queensland Titles Registry reasonably suspects that the Electronic Lodgement Facility is not being used in accordance with this Agreement or its or the Registrar's directions; or
  - 16.1.4. Queensland Titles Registry reasonably suspects that the Electronic Lodgement Facility may jeopardise the security or integrity of the Registers.
- 16.2. In the event Queensland Titles Registry exercises its right to suspend the SecurID card under clause 16.1, Queensland Titles Registry will deactivate the SecurID card until such time as Queensland Titles Registry (at its sole discretion) is satisfied that any breach under clauses 16.1.1, 16.1.2 or 16.1.3 has been rectified.
- 16.3. Either party may at any time terminate this Agreement by giving the other party thirty days' written notice.
- 16.4. The parties agree that upon termination of this Agreement all rights granted by Queensland Titles Registry to the Electronic Lodger will cease.
- 16.5. Both parties agree that termination of this Agreement by one party ("the Terminating Party") will not derogate from or prejudice any other rights of the Terminating Party against the other party ("the Defaulting Party") in respect of anything done or omitted to be done by the Defaulting Party under this Agreement.
- 16.6. The parties agree that upon termination of this Agreement by either party, the Electronic Lodger must pay any outstanding Regulatory Fees owing up to the effective date of termination and return all lodged Instruments/Documents in its possession to the nearest office of Queensland Titles Registry forthwith.
- 16.7. Clauses 5.3, 7, 9, 10, 11, 12.2, 12.3, 16.7, 16.8, 23 and 25 survive expiration or termination of this Agreement for any reason.

#### **17. Waiver**

- 17.1. None of the conditions of this Agreement will be waived or deemed to be waived, except by notice in writing signed by the party waiving the right.

#### **18. Variation**

- 18.1. Any variation of this Agreement will be made in writing and signed by each of the parties.

#### **19. Mediation**

- 19.1. In the event of any question, difference or dispute arising between the parties concerning the Agreement which cannot be satisfactorily resolved between them, such question, dispute or difference must be referred for determination at Brisbane in Queensland by a mediator appointed as agreed by the parties and on terms as agreed by the parties or, if the parties are unable to agree, a mediator appointed by the President of the Queensland Law Society and on terms directed by the President of the Queensland Law Society.

#### **20. Applicable Law**

- 20.1. The parties hereby agree that this Agreement will be governed by and construed in accordance with the law of the State of Queensland.

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#### 21. Severability

21.1. The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of this Agreement. Any illegal or invalid provision of this Agreement will be severable and all other provisions will remain in full force and effect.

#### 22. Assignment

22.1. Neither this Agreement nor any rights granted hereunder may be transferred or assigned in any manner whatsoever by the Electronic Lodger unless written consent is provided by Queensland Titles Registry and a variation is made under clause 18 of this Agreement.

22.2. To remove any doubt, if the entity that is the Electronic Lodger changes in any way during the Term without complying with clause 22.1, the entity that signed this Agreement will remain liable under this Agreement.

#### 23. Privacy

23.1. The parties acknowledge that:

23.1.1. the Instruments/Documents are publicly available by searching a copy of the Instrument/Document in the Register only; and

23.1.2. current or future legislation or government direction may cause limitations or restrictions to be placed upon Queensland Titles Registry's ability to disclose information contained in the Instruments/Documents.

23.2. This Agreement will not be terminated if the legislation or government direction places limitations or restrictions upon Queensland Titles Registry's ability to disclose information contained in the Instruments/Documents. The Agreement will continue so far as it is not in breach of the legislation or government direction or exposes either party to a penalty or other legislative sanction.

23.3. In this event Queensland Titles Registry may at its discretion modify the Application Database to conform to limitations or restrictions of disclosure or other limitations imposed by this legislation.

23.4. The Electronic Lodger agrees to comply with any current or future legislation and/or Government policy that imposes restrictions or limitations on the Electronic Lodger's electronic lodgement of Instruments/Documents under this Agreement.

23.5. Queensland Titles Registry acknowledges that the Electronic Lodger may itself be subject to common law, contractual and statutory obligations as to privacy and access to information in respect of its customers' affairs. If at any time the Electronic Lodger is prevented by such common law, contractual and statutory obligations from complying with its obligations under this Agreement then the Electronic Lodger must notify Queensland Titles Registry and the parties will discuss the matter and may make such changes as may be necessary in order for the Electronic Lodger to comply with its common law, contractual and statutory obligations. Nothing in this clause 23.5 obliges Queensland Titles Registry to agree to change any of the terms of this Agreement.

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#### 24. Service of Notices

24.1. Notices under this Agreement may be delivered by prepaid postage, registered mail, by hand, or by email as follows:

24.1.1. To Queensland Titles Registry:

Electronic Lodgement

Level 7, 259 Queen Street, Brisbane, Queensland, 4000

Email: [info@titlesqld.com.au](mailto:info@titlesqld.com.au)

24.1.2. To the Electronic Lodger:

[eLodger Name]

[Address for service of notices]

Email Address: [email address]

24.1.3. Notices will be deemed to be given:

- (i) five days after deposit in the mail with postage prepaid;
- (ii) when delivered by hand;
- (iii) if sent by email

#### 25. Security

25.1. The Electronic Lodger must apply to Queensland Titles Registry (on a form to be provided to it by Queensland Titles Registry) for a SecurID card for the number of its employees who are to lodge Instruments/Documents electronically. Queensland Titles Registry may in its absolute discretion decide upon the number of SecurID cards that it will issue to the Electronic Lodger. The Electronic Lodger will be solely responsible for the conduct of its employees, agents, contractors and consultants in their use of the SecurID cards. Where a security violation in the use of the SecurID cards is detected by Queensland Titles Registry the Electronic Lodger will be deemed to have breached this Agreement and Queensland Titles Registry may take whatever action is expressly permitted under this Agreement in respect of any such breach.

25.2. The Electronic Lodger acknowledges that:

25.2.1. this is a service for the Electronic Lodger's employees, agents, contractors and consultants who need such access for the purpose of the Electronic Lodger exercising its rights under this Agreement;

25.2.2. unauthorised use or attempted unauthorised use of the Electronic Lodgement Facility is prohibited and may constitute an offence under Commonwealth and State laws;

25.2.3. access privileges to the Electronic Lodgement Facility may be revoked at any time without notice if there is a breach of the provisions of this Agreement, in particular if there is a security violation; and

25.2.4. access will be logged and may be monitored at any time.

25.3. The Electronic Lodger must ensure that the password/pin for access to the Electronic Lodgement Facility is changed whenever requested by Queensland Titles Registry to do so.

25.4. The Electronic Lodger acknowledges and agrees that passwords:

25.4.1. must be at least nine characters in length and changed every ninety days; and

25.4.2. must not:

- (i) be re-used for twelve cycles;

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- (ii) be a permutation of stored User ID (eg: permutation of letters in the user identifier or log on name); and
  - (iii) contain easily obtainable information about an employee (eg: name of his/her spouse, pet, etc.).
- 25.5. Temporary passwords initially allocated by Queensland Titles Registry must be changed at the first login to the Electronic Lodgement Facility.
- 25.6. Failed login attempts may be monitored to determine if security is being compromised.
- 25.7. The Electronic Lodger will be locked out of the Electronic Lodgement Facility after three unsuccessful login attempts.
- 25.8. The Electronic Lodger acknowledges and agrees that the Electronic Lodgement Facility is to be used and operated by it alone but that this does not prevent the Electronic Lodger from electronically lodging Instruments/Documents on behalf of a third party if it chooses to do so.
- 25.9. The Electronic Lodger acknowledges and agrees that:
  - 25.9.1. Queensland Titles Registry has no control over the speed of transmission of data when using the internet to access the Electronic Lodgement Facility;
  - 25.9.2. Queensland Titles Registry will use its best efforts to provide access to the Electronic Lodgement Facility but it does not warrant that access to the Electronic Lodgement Facility will be uninterrupted. For example access may be interrupted to facilitate urgent reasonable maintenance; and
  - 25.9.3. Queensland Titles Registry will not be liable to the Electronic Lodger or to third parties for any interruptions to the Electronic Lodgement Facility beyond its control including but not limited to problems with the Electronic Lodger's:
    - (i) telecommunications services;
    - (ii) Internet Service Provider; or
    - (iii) hardware or software.
- 25.10. To ensure valid access to the Electronic Lodgement Facility the Electronic Lodger must pay to Queensland Titles Registry the current Annual Fee for the SecurID card. The SecurID cards issued to the Electronic Lodger remain the property of Queensland Titles Registry and must be returned to Queensland Titles Registry if this Agreement is terminated under clause 16 of this Agreement or at the completion of the Term, whichever comes first, to prevent any further charges for the SecurID card.
- 25.11. The Electronic Lodger acknowledges that it remains liable for payment of the Annual Fee for each SecurID card issued to the Electronic Lodger, (including for any time the SecurID card is suspended under clauses 16.1 and 16.3) each time it becomes due under clause 5.1 until each SecurID card is returned to Queensland Titles Registry.
- 25.12. The Electronic Lodger is responsible for the care of the SecurID cards and any replacement costs for lost, stolen or damaged cards. The Electronic Lodger must notify Queensland Titles Registry as soon as practical after it becomes aware that one of the SecurID cards issued to the Electronic Lodger has been lost, stolen or damaged.
- 25.13. The Electronic Lodger must take all reasonable steps to maintain and safeguard the security of the access to Queensland Titles Registry's System and take all reasonable steps to ensure that its employees, agents, contractors and consultants maintain the security of the Electronic Lodgement Facility.
- 25.14. The Electronic Lodger must include safeguards in the procedures for the operation and administration of the Electronic Lodger's System against unauthorised access to the Queensland Titles Registry's System, where appropriate to the standard set by the Queensland Government Chief Information Office,

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

Department of Housing and Public Works, as specified by Information Standard 18 (Information Security) (or any updated version).

25.15. The Electronic Lodger will not be entitled to a refund of any of the costs of the SecurID card if the Agreement is terminated under clause 16 and must return the SecurID card to prevent any further charges.

#### 26. Partnerships

26.1. If the Electronic Lodger is a partnership then any partner that signed this Agreement remains liable (even if they cease to be a partner in the partnership) under this Agreement, unless the Agreement is varied under clause 18 of this Agreement.

#### 27. Special Conditions Relating to Execution of Priority Notices, Extension of Priority Notices, and Withdrawal of Priority Notices Deposited under this Agreement

27.1. It is agreed that Queensland Titles Registry may give permission (the permission) when applied for in writing by the Electronic Lodger for either or both of the following to apply to PNN - Priority Notice Forms (Priority Notices), PNE - Extensions of Priority Notice Forms (Extensions of Priority Notices) and PNW - Withdrawals of Priority Notice Forms (Withdrawals of Priority Notices) deposited under this Agreement:

27.1.1. An Australian legal practitioner employed by the Electronic Lodger may use an electronic representation of their own signature to sign Priority Notices, Extensions of Priority Notices and Withdrawals of Priority Notices.

27.1.2. The Electronic Lodger may, if authorised in writing by a person (the other person), sign Priority Notices, Extensions of Priority Notices and Withdrawals of Priority Notices on behalf of the other person.

27.2. The Electronic Lodger acknowledges and agrees that the permission only applies in relation to Priority Notices, Extensions of Priority Notices and Withdrawals of Priority Notices deposited under this Agreement and does not apply to other Instruments/Document types lodged under this Agreement or to Priority Notices, Extensions of Priority Notices and Withdrawals of Priority Notices deposited in any other manner.

27.3. The parties agree that Queensland Titles Registry may at any time revoke the permission in writing.

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

#### SCHEDULE A

#### THE INSTRUMENTS/DOCUMENTS

1. The Instruments/Documents include but are not limited to the following Forms:

- Form 1 – Transfer
- NMF – National Mortgage
- Form 3 – Release of Mortgage
- Form 4 – Record Death
- Form 5 – Transmission Application (No original wills)
- Form 5A – Transmission Application (No original wills)
- Form 6 – Transmission Application (No original wills)
- Form 7 – Lease/Sub Lease
- Form 8 – Surrender of Lease
- Form 9 – Easement
- Form 10 – Surrender of Easement
- Form 11 – Caveat
- Form 12 – Writ/Warrant of Execution
- Form 13 – Amendment
- Form 14 – General Request
- Form 18 – General Consent
- Form 18A – Registered owner/lessee content to plan of survey
- Form 18B – Planning body approval of plan of survey
- Form 20 – Schedule/Enlarged Panel/Additional Page/Declaration/Alteration
- Form 21 – Plan of Survey (Main Plan)
- Form 21A – Plan of Survey (Additional Sheet)
- Form 21B – Plan of Survey (Administration Sheet)
- Form 21Z – Plan Cover Sheet
- Form 24 – Property Transfer Information
- Form 24A – Property Transfer Information
- Form 25 – Foreign Ownership Information
- Form 29 – Profit a Prendre
- Form 30 – Mortgage Priority
- Form 31 – Covenant
- PNN – Priority Notice Form
- PNE – Extension of Priority Notice Form
- PNW – Withdrawal of Priority Notice Form

which are lodged pursuant to the *Land Act 1994*, the *Land Title Act 1994* or the *Water Act 2000*.

2. Queensland Titles Registry (at its discretion) may include or exclude any other Forms during the Term.

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

#### SCHEDULE B

#### QUEENSLAND TITLES REGISTRY'S SYSTEM

##### Application Database Availability and Hours of Support

1. Queensland Titles Registry will provide support to the Electronic Lodger during the hours of 8.30 am - 4.30 pm (Australian Eastern Standard Time) Monday - Friday excluding Queensland Public Holidays or when Queensland Titles Registry notifies that the Titles Queensland will not be open for business.
2. The Electronic Lodgement Facility may be accessed by the Electronic Lodger twenty-four hours per day, seven days per week, excluding downtime for systems maintenance. Confirmation (lodgement) hours remain in accordance with Item 1 of this Schedule.
3. **Queensland Titles Registry's Support Team**  
**Name:** eSupport  
**Email:** [eSupport@titlesqld.com.au](mailto:eSupport@titlesqld.com.au)
4. **Queensland Titles Registry's Account Manager (for all issues other than support)**  
**Name:** Damian Munro  
**Email:** [TitlesAdmin@titlesqld.com.au](mailto:TitlesAdmin@titlesqld.com.au)
5. **Direct deposit details:**  
**Bank:** Commonwealth Bank of Australia  
**Account Name:** Queensland Titles Registry Pty Ltd  
**BSB:** 604-000  
**Account Number:** XXXX XXXX

## Queensland Titles Registry

### Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)

#### SCHEDULE C THE ELECTRONIC LODGER'S SYSTEM

##### 1. System

The Electronic Lodger must provide the system to access the Electronic Lodgement Facility. This includes:

- (a) A personal computer;
- (b) Computer software capable of accessing the internet i.e. a web browser (as specified by Queensland Titles Registry from time to time);
- (c) A communications device capable of connecting to the internet e.g. a modem.

##### 2. Scanning

The Electronic Lodger must provide a scanning device capable of capturing electronic images of Instruments/Documents to the following specification:

- (d) Compression - TIFF Group 4 compressed images;
- (e) Resolution - 200 X 200 dots per inch (dpi);  
- 300 X 300 dots per inch (dpi) Form 21/A/B (plans of survey) only;
- (f) Size - A4;  
- A3 Form 21/A/B (plans of survey) only;
- (g) Colour - black and white

##### 3. Security

Pursuant to clause 25 the Electronic Lodger will obtain from Queensland Titles Registry the appropriate number of SecurID cards for those of its employees who are to electronically lodge Instruments/Documents.

##### 4. Nominated Payment Method for Annual Fees

- Electronic Funds Transfer (EFT), including Direct Deposit into the account nominated in Item 5, Schedule B

##### 5. Nominated Payment Method for Regulatory Fees (choose one)

- Direct Debit
- Credit Card (Visa and MasterCard only)
- Electronic Funds Transfer (EFT), including Direct Deposit into the account nominated in Item 5, Schedule B
- Cheque/s

##### 6. Electronic Lodger's Contact Officer

**Name:** [Name]  
**Telephone:** [Telephone]  
**Address:** [Address]  
**E-mail Address:** [E-mail Address]



**Queensland Titles Registry**

**Standard Access Agreement for the Electronic Lodgement of Instruments/Documents into the Automated Titles System (ATS)**

**SIGNING PAGES**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement which commences on the day, month and year as shown on the first page of the Agreement.

**Executed by Queensland Titles Registry Pty Ltd ACN 648 568 101**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and position

**Example only**

Executed for and on behalf of  
**[Company name]**

ACN [ACN]

in accordance with s. 127 of the  
*Corporations Act 2001*

This \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and position

Notes for companies signing agreements:

- \* Seal is not required – but may be used.
- \* Sole director companies simply insert name and sign as **sole director** and **sole company secretary** (striking out director & secretary as applicable).
- \* Other companies sign by **two directors** or by a **director and secretary**, striking out the inapplicable title.
- \* Where an **attorney or other agent** executes this Agreement on behalf of a company, the form of execution must indicate the source of this authority and a certified copy of the authority must be provided to Queensland Titles Registry.
- \* A witness is not required in any case, except for an attorney or other agent where the source of authority requires a witness.