



QUEENSLAND TITLES REGISTRY PTY LTD (ABN 23 648 568 101)

STANDARD ACCESS AGREEMENT

**FOR THE ELECTRONIC LODGEMENT OF INSTRUMENTS/DOCUMENTS INTO THE
AUTOMATED TITLES SYSTEM (ATS)**

THIS AGREEMENT commences on _____

BETWEEN:

Queensland Titles Registry Pty Ltd ABN 23 648 568 101
trading as Titles Queensland
Level 7, 259 Queen Street, Brisbane, Queensland, 4000

AND:

[Legal Business Entity] [ACN if a company]
Address
(Electronic Lodger)

together, the **Parties**.

RECITALS

- A. Titles Queensland operates and maintains:
 - a. a register for the recording of title transactions in Queensland, known as the Automated Titles System; and
 - b. a system that permits the electronic lodgement of Instruments/Documents in ATS via the internet, referred to herein as the Electronic Lodgement Facility.
- B. The Electronic Lodger wishes to electronically lodge Instruments/Documents into ATS using the Electronic Lodgement Facility.
- C. Titles Queensland grants 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.

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IT IS AGREED AS FOLLOWS:

1. Definitions

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

- (a) *Agreement* includes the terms and conditions contained herein together with all Schedules and variations made by deed between the parties;
- (b) *Authentication Method* means the authentication method (which may include physical or virtual tokens) that the Electronic Lodger is required to use to enable secure access to the Electronic Lodgement Facility, as notified by Titles Queensland from time to time;
- (c) *Automated Titles System (ATS)* means the IT system which automates the registration and search processes associated with titles under a Titles Registry Act;
- (d) *Commencement Date* means the date of this Agreement as shown on page 1;
- (e) *Contract Year* means any consecutive twelve month period from the Commencement Date or from any anniversary of the Commencement Date (as the case may be);
- (f) *Destruction Report* means a list of Instruments/Documents being held by the Electronic Lodger which the Titles Queensland requires to be destroyed by shredding (or any other method approved in writing by the Titles Queensland);
- (g) *Electronic Lodgement Facility* means the system operated and made available by Titles Queensland that permits the electronic lodgement of instruments/documents into ATS via the internet, and the payment of Regulatory Fees, and which includes the following:
- (i) the internet interface;
 - (ii) a firewall and any other security infrastructure;
 - (iii) any modification made to the system during the Term;
 - (iv) any inclusion or deletion of a component by or on behalf of Titles Queensland;
 - (v) the Authentication Method; and
 - (vi) electronic reports made available to Electronic Lodgers;
- (h) *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 the Electronic Lodgement Facility as described in Schedule C;
- (i) *Form* means forms as specified in the Land Title Practice Manual (Queensland);
- (j) *Initial Term* has the meaning given to that term in clause 4.1.
- (k) *Instrument/Document* means those Forms that are identified in Schedule A of this Agreement that may be lodged in ATS by the Electronic Lodger using the Electronic Lodgement Facility pursuant to this Agreement but does not include any original evidence document

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- lodged with but not part of the titles registry form;
- (l) *Law* means any law, statute, regulation, ordinance, code, standard, guidelines or requirement of any government, governmental or semi-governmental body;
- (m) *Loss* means all losses, liabilities, fines, penalties, damages and claims, and all related costs and expenses (including any and all legal fees on a solicitor and client basis, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties;
- (n) *Permitted User* means those Personnel who have been granted access to the Authentication Method by Titles Queensland following the receipt of an application from the Electronic Lodger in accordance with clause 20.1;
- (o) *Personnel* means in respect of a person any employee, director, contractor, consultant, officer, agent or other person under the person's direct or indirect control and includes any sub-contractors;
- (p) *Registers* means the registers required to be maintained by the Registrar under relevant legislation and the maintenance of which has been delegated to Titles Queensland under instrument(s) of delegation;
- (q) *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*;
- (r) *Registration* in relation to an Instrument/Document means both an Instrument/Document that is registered and an Instrument/Document that is made current;
- (s) *Regulatory Fees* means the fees payable in respect of the performance of the functions of the Registrar (as delegated to Titles Queensland) in the amounts advised by Titles Queensland from time to time;
- (t) *Renewal Term* means a period of one year;
- (u) *Term* has the meaning given to that term in clause 4.1;
- (v) *Titles Registry Act* has the meaning given to that term in the *Queensland Future Fund (Titles Registry) Act 2021*.

2. Interpretation

2.1. A reference to:

2.1.1. the singular will include the plural and vice versa;

2.1.2. gender refers to all other genders; and

2.1.3. a person will include reference to a body corporate or other legal entity recognised by Law;

2.1.4. a clause, Schedule or attachment is a reference to a clause or Schedule of, or an attachment to this Agreement, including any amendments or substitutions made from time to time by written agreement between the Parties; and

2.1.5. Laws will be deemed to extend to Laws amending, consolidating or replacing the same.

2.2. 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.

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- 2.3. 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.

3. eLodgement Licence

- 3.1. Titles Queensland grants the Electronic Lodger a non-exclusive, non-transferable right for the Term to electronically lodge Instruments/Documents into ATS through the Electronic Lodgement Facility in accordance with the terms of this Agreement.
- 3.2. The Electronic Lodger will be liable for all acts or omissions of its Personnel (including any Permitted Users) in connection with this Agreement, including any act or omission which causes or would cause the Electronic Lodger to be in breach of this Agreement.

4. Duration of Agreement

- 4.1. This Agreement will commence from the Commencement Date and continues for a period of one year following the Commencement Date (**Initial Term**), unless extended pursuant to clause 5 or terminated earlier in accordance with clause 16 of this Agreement (the **Term**).

5. Continuation of Right to Lodge Electronically

- 5.1. This Agreement will automatically renew at the expiry of the Initial Term or the then-current Renewal Term (as applicable) for a further Renewal Term, unless one party provides the other with written notice not less than 30 days prior to the expiry of the Initial Term or the then-current Renewal Term (as applicable) that the Agreement will end at the expiry of the Initial Term or the then-current Renewal Term (as applicable).
- 5.2. Without limiting clause 20.3, Titles Queensland may at its discretion and by providing written notice not less than 60 days prior to the expiry of the Initial Term or the then-current Renewal Term (as applicable), notify the Electronic Lodger:
- 5.2.1. of any conditions, amendments or additions to the Agreement which will apply for the remainder of the Term; or
 - 5.2.2. of the requirement to enter into a new agreement, to take effect from the date that the Initial Term or the then-current Renewal Term (as applicable) expires.
- 5.3. The Electronic Lodger acknowledges and agrees that it must comply with any terms that are properly notified under clause 5.2 on and from the date that the relevant Renewal Term commences.

6. Regulatory Fees

- 6.1. The Electronic Lodger must pay to Titles Queensland all Regulatory Fees that would be payable if the Instruments/Documents were lodged in person.
- 6.2. 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 Titles Queensland.
- 6.3. If the Electronic Lodger's nominated payment method for Regulatory Fees is direct debit, the Electronic Lodger must set up a bank account with a direct debit facility accessible by Titles Queensland and complete the direct debit authority form provided by Titles Queensland.
- 6.4. When the Electronic Lodger electronically lodges Instruments/Documents during a business day, Titles Queensland 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.
- 6.5. The Electronic Lodger will not revoke the direct debit authority in favour of Titles Queensland or close the nominated account, during the Term or until all Regulatory Fees are paid, without the written consent of Titles Queensland.

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- 6.6. Regulatory Fees payable by the following methods must be delivered to Titles Queensland as follows:
- 6.6.1. Where payment is to be made by direct debit, funds will be automatically removed from the Electronic Lodger's nominated bank account the business day following lodgement of documents. The Electronic Lodger must ensure that there are sufficient cleared funds in the nominated account at all times to permit payment of the Regulatory Fees.
 - 6.6.2. Where payment is to be made by direct deposit into the account nominated in Item 5 of Schedule B, the Electronic Lodger is responsible for electronically transferring fund to the Titles Queensland account by 11:30 am (EST) on the business day following lodgement. A remittance to provide proof of payment must be provided to Titles Queensland when payment is made at TitlesBanking@titlesqld.com.au or any other method nominated by Titles Queensland from time to time.
 - 6.6.3. Where payment is to be made by credit card (of which only Visa and MasterCard are accepted) a payment link will be sent to the Electronic Lodger's designated email address and payment must be made by 11:30 am (EST) on the business day following lodgement of the documents.
- 6.7. The Electronic Lodger acknowledges that a failure to pay in accordance with this clause 6 may result in delays in Registration. Where payment is pursuant to this clause, then clauses 6.3 and 6.5 will not be applicable.
- 6.8. For the purpose of clause 6.1, payment of the Regulatory Fee is not deemed made unless the Regulatory Fee for the Instruments/Documents is received by Titles Queensland. If the Electronic Lodger receives written notice from Titles Queensland 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.
- 6.9. If payment of the Regulatory Fee has not been paid pursuant to clauses 6.1 to 6.8 and remains outstanding, Titles Queensland may request the Electronic Lodger satisfy payment by other means nominated by Titles Queensland at its discretion. Titles Queensland may suspend the Electronic Lodger's account until full payment of the Regulatory Fee is paid.

7. Retention and Destruction Obligations of Electronic Lodger

- 7.1. The Electronic Lodger must hold all Instruments/Documents electronically lodged by the Electronic Lodger in a safe secure facility in the Electronic Lodger's office until their destruction pursuant to clause 7.2.
- 7.2. Twenty-eight days after the last Instrument/Document in a batch is completed by Titles Queensland, the Electronic Lodger will be sent an automatically generated Destruction Report.
- 7.3. The Electronic Lodger must destroy all original Instruments/Documents described in a Destruction Report within seven days of receipt of the Destruction Report, except for any Instruments/Documents that:
- 7.3.1. the Electronic Lodger is required to retain by Law; or
 - 7.3.2. Titles Queensland specifically instructs the Electronic Lodger to retain.
- 7.4. The Electronic Lodger must, upon request, provide Titles Queensland with:
- 7.4.1. details of its storage and destruction procedures; and
 - 7.4.2. the original of any document that the Electronic Lodger has been instructed to retain in accordance with clause 7.3.2.

8. Warranty

- 8.1. Titles Queensland 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.

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- 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. The Electronic Lodger must keep all information contained in the Instruments/Documents private and confidential (subject to any disclosure required by Law).

10. Limitation of Liability

- 10.1. The liability of Titles Queensland in respect of the non-receipt by Titles Queensland of:
- 10.1.1. Instruments/Documents purportedly submitted by the Electronic Lodger to Titles Queensland for electronic lodgement in ATS; and
 - 10.1.2. Instruments/Documents purportedly resubmitted by the Electronic Lodger to Titles Queensland for electronic lodgement in ATS,
- will be limited to the refund of Regulatory Fees.
- 10.2. Notwithstanding clauses 10.1 to the extent permitted by Law, the aggregate liability of Titles Queensland for Loss sustained by the Electronic Lodger in connection with this Agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) during any Contract Year will be limited to total value of fees payable by the Electronic Lodger (including the Regulatory Fees and any other fees notified by Titles Queensland in accordance with clause 20.3) paid or payable by the Electronic Lodger during the relevant Contract Year.
- 10.3. 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 Titles Queensland unless a request is made in writing by Titles Queensland to correct an Instrument/Document.
- 10.4. Any successful claims for compensation brought against the State of Queensland 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 of Queensland (or any authorised agent of the State of Queensland) in accordance with the provisions of Section 190 of the Land Title Act 1994 (as amended).

11. Indemnity

- 11.1. Each Party ("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.
- 11.2. Titles Queensland agrees to indemnify the Electronic Lodger for any loss or damage it incurs arising from the destruction of the Instruments/Documents in accordance with a Destruction Report pursuant to clause 7.2, provided that the Electronic Lodger has complied with its obligations in accordance with clause 7.3.
- 11.3. The Electronic Lodger agrees to indemnify Titles Queensland in respect of all claims for loss, damage or injury which may be suffered:
- 11.3.1. by any person arising directly or indirectly from any fraudulent activity in the Electronic Lodger's use of the Electronic Lodgement Facility; or
 - 11.3.2. resulting from the Instruments/Documents being destroyed (other than in accordance with clause 7) or lost.

12. Obligations of The Electronic Lodger

- 12.1. The Electronic Lodger must notify Titles Queensland 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.

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- 12.2. The Electronic Lodger must use its best efforts to promptly bring to the attention of Titles Queensland any unethical or dishonest procedure in relation to the use of the Electronic Lodgement Facility that the Electronic Lodger may discover.
- 12.3. The Electronic Lodger must give Titles Queensland such assistance and co-operation as it reasonably requires in connection with the operation of this Agreement.
- 12.4. The Electronic Lodger must use commercially reasonable endeavours to ensure that any electronic lodgements performed by any of its Personnel (including any Permitted User) does not involve or cause any corruption of, introduce any errors into or make any amendments or changes to the Instruments/Documents lodged.
- 12.5. 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 required for accessing the Electronic Lodgement Facility).
- 12.6. 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.
- 12.7. 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 Titles Queensland.
- 12.8. The Electronic Lodger must use commercially reasonable endeavours 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 Titles Queensland in writing 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 Titles Queensland

- 13.1. Titles Queensland will use its best efforts to maintain and make available to the Electronic Lodger the Electronic Lodgement Facility, subject to Titles Queensland's paramount obligation to preserve and safeguard the integrity and security of the Registers.
- 13.2. Titles Queensland will in its normal course of business:
 - 13.2.1. use its best efforts to ensure that the Electronic Lodgement Facility and ATS is operative and accessible 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 reasonably possible prior to the implementation of any modifications to the technical specifications or operations of the Electronic Lodgement Facility which will impact upon the operation of the Electronic Lodger's System.
- 13.3. Where the Electronic Lodgement Facility 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, Titles Queensland will also notify the Electronic Lodger of a date after which the modified Electronic Lodgement Facility will commence being utilised and Titles Queensland will be entitled to utilise the amended Electronic Lodgement Facility on that date previously advised to the Electronic Lodger, whether the Electronic Lodger has completed the updates or not.
- 13.4. Titles Queensland will use its best efforts to rectify any fault in the Electronic Lodgement Facility.
- 13.5. If there is a period of interruption to the Electronic Lodgement Facility which adversely affects the ability of the Electronic Lodger to use the Electronic Lodgement Facility, Titles Queensland 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 unavailability of the Electronic Lodgement Facility other than during a support period, Titles Queensland will use its best efforts to rectify the failure as soon as reasonably possible.

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- 13.7. Titles Queensland will notify the Electronic Lodger as soon as reasonably possible upon becoming aware of any scheduled unavailability of the Electronic Lodgement Facility during the times specified in Item 2 of Schedule B.
- 13.8. Titles Queensland 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 or ATS for any reason.

14. Proper Records, Auditing and Right to Inspect And Review

- 14.1. Titles Queensland 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, Titles Queensland (or its agents or authorised representatives) may on two business days' prior written notice and during business hours enter premises where Titles Queensland reasonably believes the Electronic Lodger is conducting electronic lodgements under this Agreement.
- 14.3. The Electronic Lodger must co-operate with Titles Queensland, its agents or authorised representatives during any inspection.
- 14.4. Titles Queensland 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 Titles Queensland.
- 14.5. Following an inspection under this clause, Titles Queensland 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 Titles Queensland to vary business practices in order to comply with requirements and obligations contained in the Agreement. The Electronic Lodger must notify Titles Queensland of such variance, within a thirty day period.
- 15.2. Where agreement cannot be reached on any issues documented by Titles Queensland in the inspection and review, mediation may be sought pursuant to clause 17 and if this mediation does not resolve the issues in dispute then this Agreement may be terminated by Titles Queensland in accordance with clause 16.3.

16. Termination and Suspension

- 16.1. Titles Queensland may immediately terminate this Agreement by notice in writing or suspend the Electronic Lodger's use of the Authentication Method and/or bar the Electronic Lodger's access to the Electronic Lodgement Facility without notice if:
- 16.1.1. The Electronic Lodger fails to perform any of its obligations or responsibilities under this Agreement; or
- 16.1.2. Titles Queensland reasonably suspects that the Electronic Lodgement Facility is not being used in accordance with this Agreement or its or the Registrar's directions; or
- 16.1.3. Titles Queensland reasonably suspects that the Electronic Lodgement Facility may jeopardise the security or integrity of the Registers.
- 16.2. In the event Titles Queensland exercises its right to suspend the Electronic Lodger's ability to use the Authentication Method under clause 16.1, Titles Queensland will deactivate the Electronic Lodger's ability to use the Authentication Method until such time as Titles Queensland (at its sole discretion) is satisfied that any breach under clauses 16.1.1, 16.1.2 or 16.1.3 has been rectified.

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- 16.3. Titles Queensland may terminate this Agreement with immediate effect if the Electronic Lodger is found to be in breach of clause 10.3.
- 16.4. Either party may at any time terminate this Agreement by giving the other party thirty days' written notice.
- 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:
 - 16.6.1. all rights granted by Titles Queensland to the Electronic Lodger will cease; and
 - 16.6.2. the Electronic Lodger must return all lodged Instruments/Documents in its possession to Titles Queensland as soon as practicable.
 - 16.6.3. the Electronic Lodger must pay any outstanding Regulatory Fees owing up to the effective date of termination.
- 16.7. Clauses 7, 9, 10, 12.1, 12.2, 16.6, 16.7, 18 and 20 survive expiration or termination of this Agreement for any reason.

17. Dispute Resolution

- 17.1. 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.

18. Privacy

- 18.1. The Parties acknowledge that:
 - 18.1.1. the Instruments/Documents are publicly available by searching a copy of the Instrument/Document in the Registers only; and
 - 18.1.2. current or future legislation or government directions may cause limitations or restrictions to be placed upon Titles Queensland's ability to disclose information contained in the Instruments/Documents.
- 18.2. This Agreement will not be terminated if changes to legislation or government directions place limitations or restrictions upon Titles Queensland'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.
- 18.3. In this event Titles Queensland may at its discretion modify the Electronic Lodgement Facility and ATS to conform to limitations or restrictions of disclosure or other limitations imposed by this legislation.
- 18.4. 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.
- 18.5. Titles Queensland acknowledges that the Electronic Lodger may itself be subject to contractual obligations and obligations at Law as to privacy and access to information in respect of its clients' affairs. If at any time the Electronic Lodger is prevented by such contractual obligations and Laws from complying with its obligations under this Agreement then the Electronic Lodger must notify Titles Queensland 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 contractual obligations and obligations at Law. Nothing in this clause 18.5 obliges Titles Queensland to agree to change any of the terms of this Agreement.

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19. Service of Notices

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

19.1.1. To Titles Queensland:

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

Email Address: info@titlesqld.com.au

19.1.2. To the Electronic Lodger:

eLodger Name

Address: Address for service of notices

Email Address: email address

19.1.3. Notices will be deemed to be given:

- (i) six days after deposit in the mail with postage prepaid;
- (ii) when delivered by hand; or
- (iii) if sent by email, upon delivery.

20. Security

20.1. The Electronic Lodger must apply to Titles Queensland (on a form to be provided to it by Queensland Titles Registry) for access to the Authentication Method for any Electronic Lodger Personnel who are required to lodge Instruments/Documents electronically on behalf of the Electronic Lodger to become a Permitted User.

20.2. Subject to clause 20.3, the Electronic Lodger acknowledges and agrees that access to the Authentication Method is provided by Titles Queensland on a no cost basis.

20.3. Titles Queensland may, by providing written notice not less than 60 days prior to the expiry of the Initial Term or the then-current Renewal Term (as applicable), notify the Electronic Lodger of any applicable costs for the ongoing provision of access to the Authentication Method which the Electronic Lodger will be required to pay for the remainder of the Term. The Electronic Lodger acknowledges and agrees that it must pay any fees that are properly notified under this clause 20.3 on and from the date the relevant Renewal Term commences.

20.4. Titles Queensland may in its absolute discretion:

20.4.1. approve or reject any application submitted by the Electronic Lodger in accordance with clause 20.1; and

20.4.2. decide upon the total number of Permitted Users that the Electronic Lodger may have. The Electronic Lodger will be solely responsible for the conduct of its Personnel in their use of the Authentication Method. For the avoidance of doubt, a security violation in the use of the Authentication Method is detected by Titles Queensland the Electronic Lodger will be deemed to be a breach of this Agreement.

20.5. The Electronic Lodger acknowledges that:

20.5.1. this is a service for the Electronic Lodger's Personnel who need such access for the purpose of the Electronic Lodger exercising its rights under this Agreement (in particular, the Permitted Users);

20.5.2. unauthorised use or attempted unauthorised use of the Electronic Lodgement Facility is prohibited and may constitute an offence under Law;

20.5.3. 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

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

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- 20.6. The Electronic Lodger must ensure that any security keys that may be required to enable access to the Authentication Method or the Electronic Lodgement Facility are changed whenever requested by Titles Queensland to do so.
- 20.7. The Electronic Lodger acknowledges and agrees that any password the Electronic Lodger is required to generate and use to enable access to the Authentication Method or the Electronic Lodgement Facility:
- 20.7.1. must be at least nine characters in length and changed every ninety days; and
- 20.7.2. must be stored in a secure manner and only disclosed to appropriately authorised users; and
- 20.7.3. must not:
- (i) be re-used for twelve cycles;
 - (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 any Electronic Lodger Personnel (eg: name of his/her spouse, pet, etc.).
- 20.8. Temporary passwords initially allocated by Titles Queensland must be changed at the first login to the Electronic Lodgement Facility.
- 20.9. Failed login attempts may be monitored to determine if security is being compromised.
- 20.10. The Electronic Lodger will be locked out of the Electronic Lodgement Facility after three unsuccessful login attempts.
- 20.11. The Electronic Lodger acknowledges and agrees that the Electronic Lodgement Facility is to be used and operated only by Permitted Users, 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.
- 20.12. The Electronic Lodger acknowledges and agrees that:
- 20.12.1. Titles Queensland has no control over the speed of transmission of data when using the internet to access the Electronic Lodgement Facility;
- 20.12.2. Titles Queensland 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
- 20.12.3. Titles Queensland 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.
- 20.13. The Electronic Lodger must take all reasonable steps to maintain and safeguard the security of the access to the Electronic Lodgement Facility and ATS and take all reasonable steps to ensure that its Personnel maintain the security of the Electronic Lodgement Facility.
- 20.14. The Electronic Lodger must apply appropriate security safeguards to ensure against unauthorised use of the Electronic Lodgement Facility, as a minimum this should include only authorised staff having access to the userid and/or password for the Electronic Lodger's System.

21. Partnerships

- 21.1. 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 17 of this Agreement.

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

- 22.1. On and from 20 February 2022, this section 22 applies only to Priority Notices, Extensions of Priority Notices and Withdrawal of Priority Notices that are not mandated to be deposited using eConveyancing under the *Land Title Regulation 2022*.
- 22.2. It is agreed that Titles Queensland may give permission (the **Permission**) when applied for in writing by the Electronic Lodger for either or both of the following to apply to Priority Notice Forms (Priority Notices), Extensions of Priority Notice Forms (Extensions of Priority Notices) and Withdrawals of Priority Notice Forms (Withdrawals of Priority Notices) deposited under this Agreement:
- 22.2.1. 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.
- 22.2.2. 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.
- 22.3. 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.
- 22.4. Titles Queensland may, at its sole discretion and at any time, revoke the Permission in writing.

23. General

- 23.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the electronic lodgement of Instruments/Documents in the ATS. Any prior arrangements, agreements, representations, statements or undertakings whether verbal or in writing are superseded.
- 23.2. **No Exclusivity:** Titles Queensland reserves the right to approve other electronic lodgers during the Term.
- 23.3. **No Relationship:** Nothing in this Agreement gives rise to any relation of partnership, agency or employment, nor does it give either Party any right to create obligations for or bind the other Party in expressly or impliedly, in contract or otherwise at Law, or hold itself out as a representative of the other Party.
- 23.4. **Waiver:** 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.
- 23.5. **Variation:** Any variation of this Agreement will be made in writing and signed by each of the Parties.
- 23.6. **Applicable Law:** The Parties hereby agree that this Agreement will be governed by and construed in accordance with the law of the State of Queensland.
- 23.7. **Severability:** 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.
- 23.8. **Assignment:** 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 Titles Queensland and a variation is made under clause 17 of this Agreement.

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SCHEDULE A – THE INSTRUMENTS/DOCUMENTS

The Instruments/Documents include but are not limited to the following Forms, which are lodged pursuant to a Titles Registry Act:

	Form	Title
1.	Form 1	Transfer
2.	NMF	National Mortgage
3.	Form 3	Release of Mortgage
4.	Form 4	Record Death
5.	Form 5	Transmission Application (No original wills)
6.	Form 5A	Transmission Application (No original wills)
7.	Form 6	Transmission Application (No original wills)
8.	Form 7	Lease/Sub Lease
9.	Form 8	Form 8 – Surrender of Lease
10.	Form 9	Easement (only if new plan lodged or whole of the land)
11.	Form 10	Surrender of Easement
12.	Form 11	Caveat
13.	Form 12	Writ/Warrant of Execution
14.	Form 13	Amendment
15.	Form 14	General Request
16.	Form 18	General Consent
17.	Form 18A	Registered owner/lessee content to plan of survey
18.	Form 18B	Planning body approval of plan of survey
19.	Form 20	Schedule/Enlarged Panel/Additional Page/Declaration/Alteration
20.	Form 21	Plan of Survey (Main Plan)
21.	Form 21A	Plan of Survey (Additional Sheet)
22.	Form 21B	Plan of Survey (Administration Sheet)
23.	Form 21Z	Plan Cover Sheet
24.	Form 24	Property Transfer Information
25.	Form 24A	Property Transfer Information
26.	Form 25	Foreign Ownership Information
27.	Form 29	Profit a Prendre (only if new plan lodged or whole of the land)
28.	Form 30	Mortgage Priority

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29.	Form 31	Covenant (only if new plan lodged or whole of the land)
30.	Form 33	Release of Covenant
31.	PNN	Priority Notice Form
32.	PNE	Extension of Priority Notice Form
33.	PNW	Withdrawal of Priority Notice Form

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

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SCHEDULE B – ELECTRONIC LODGEMENT FACILITY SUPPORT

Electronic Lodgement Facility Availability and Hours of Support

1. Titles Queensland 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 Titles Queensland notifies that the titles registry 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. **Titles Queensland's Support Officer**
Name: eSupport Team
Email: eSupport@titlesqld.com.au
4. **Titles Queensland's Account Manager (For all issues other than support)**
Name: Manager, Titles Automation
Email: eSupport@titlesqld.com.au
5. **Direct deposit details:**
Bank: Commonwealth Bank of Australia
Account Name: Queensland Titles Registry Pty Ltd
BSB: XXX XXX
Account Number: XXXX XXXX

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SCHEDULE C – THE ELECTRONIC LODGER’S SYSTEM

1. System

The Electronic Lodger must provide Permitted Users with the relevant internal systems that are required to access the Electronic Lodgement Facility. This includes:

- (a) A computing device;
- (b) Computer software capable of accessing the internet i.e. a web browser (as specified by Titles Queensland 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:

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

3. Electronic Lodger’s Contact Officer

Name: Name
Telephone: Telephone
Address: Address
E-mail Address: E-mail Address

4. Authentication Method

Pursuant to clause 20, the Electronic Lodger will obtain from Titles Queensland the required number of Authentication Method accounts for those of its employees who are to electronically lodge instruments/documents.

5. Nominated Payment Method for Regulatory Fees

Direct Debit

Credit Card (Visa and MasterCard only)

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

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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
ABN 23 648 568 101**

[Name and Delegated Position]

Company (example)

**Executed by [Company name]
ACN [ACN]**

in accordance with s. 127 of the
Corporations Act 2001

[Name and Delegated Position]

[Name and Delegated Position]

