

Useful Leasing Information

A Summary of Leasing Documents

There are a few things you should know about leasing. Below are a few examples of the types of documents you may need depending on the type of arrangement you are considering.

Lease Proposal

Wade Legal recommends that the parties to a lease agree the more significant terms of their lease before any work is done preparing the lease. The best way to record the parties' intentions is through the use of an offer letter or lease proposal. A lease proposal should represent the first stage of your lease negotiation and can be prepared by one of our leasing lawyers.

Lease proposals can be binding or non-binding on the parties, depending on how they are drafted and the intentions of the parties. They are a very useful record of what the parties expect will be the terms of the lease.

Agreement to Lease

Another document you may need depending on your circumstances is an agreement to lease. If lease commencement is dependant on, for example, landlord works occurring, then you may need an agreement to lease to record the obligation on the landlord to perform the works and when the lease is to commence.

The Lease

Different leases are suited to different transactions. If you intend on leasing premises for retail purposes, you will require a retail shop lease and disclosure statements to be prepared and/or reviewed. Equally if you intend to lease vacant land, office space or a warehouse you will need the correct lease for the type of leasing arrangement.



If the lease term is over 3 years it is recommended that the lease be registered. This will protect a tenant's lease interest in the event the owner of the land decides to sell.

Assignment of Lease and Subletting

Any proposed assignment or sublease of premises should be undertaken in accordance with the terms of the lease. For a landlord you will have certain requirements that will typically need to be satisfied for example, being satisfied that the incoming tenant is financially sound. For a tenant, you will normally have to obtain the landlord's consent to the proposed assignment or sublease including by satisfying a number of conditions contained in the lease. Additionally, both landlord and tenant need to understand their rights and obligations following the assignment or sublease. In most cases, a tenant will continue to be responsible under a lease despite assigning it to another party.

If you wish to transfer or sublet your lease to another party it is recommended you document this transfer or sublease through appropriate documentation. For a sublease, whether its the whole or part of the premises, this will involve the preparation of a sublease document which should mostly mirror the terms of the head lease.

Consent Deeds

As a landlord your consent may be sought to a proposed assignment or sublease of the lease. A consent deed will set out the basis of the landlord's consent and create an agreement between the new tenant and the landlord.

If the tenant wishes to mortgage its lease interest or tenant's property the tenant's financier will require the landlord consent to the mortgage and/or a right of entry. The rights granted to the mortgagee or receiver under the consent deed should be carefully considered by the landlord as they will typically vary the landlord's rights under the lease if the tenant is unable to pay its debts or is subject to external administration.

Please feel free to contact our [Brisbane leasing lawyers](#) in Brisbane for an assessment of your requirements.