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## Selling property in Queensland – What has changed?

**Thinking of selling property in Queensland? Since 1 August 2025, there's a new step that can make or break a deal: Sellers must provide a Seller's Disclosure Statement (Form 2), plus key documents, before the Buyer signs.**

### THE GIST - Key takeaways

- **Form 2 is now mandatory** for most Queensland property sales from 1 August 2025 and must be given **before** the Buyer signs.
- **Timing and delivery are critical** for private sales, auctions and options as each have strict disclosure rules, and proof of delivery must be kept.
- **Accuracy matters** as incorrect or incomplete disclosure can expose the Seller to claims and give the Buyer termination rights.
- **A Buyer can terminate up to settlement** if core disclosure requirements are not met, even if the issue seems minor.
- **Early preparation reduces risk** so order searches at listing, review documents carefully, and update the Form 2 if anything changes.

### Does this apply to every property sale?

In most cases, yes. The disclosure requirements cover sales of freehold property, including houses, townhouses, units and commercial sites. It also applies to auctions and options. Off-the-plan or proposed lots have their own rules.

There are limited exceptions, for example:

- some related-party sales with a written waiver;
- certain government purchases;
- leasehold;
- sales over \$10 million where the buyer waives in writing before contract.

If you are unsure, ask a solicitor. If you do not have one, we can help.

### What the Seller must give the Buyer

Prior to the Buyer signing a contract to purchase, the Seller must provide:

- A Seller Disclosure Statement (Form 2) completed truthfully and signed by the Seller or their authorised agent.
- The prescribed certificates for the property like:
  - a current title search and plan;
  - a Pool Safety Certificate or a notice that one does not exist;
  - a Council, Planning, Building or Environmental notices that still apply;
  - and the Body Corporate Certificate and CMS (for units only).

The Seller can give the Certificates with the Form 2 or separately. The timing is the key. Everything must reach the Buyer before they sign the contract.



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## When does the Seller have to disclose to the Buyer?

The timing for preparing and finalising the disclosure requirements depends on the nature of the sale.

If the property is being sold by	then
Private treaty	the Form 2 needs to be provided before the Buyer signs the purchase Contract. If there are several Buyers, disclosure must be given before the first Buyer signs.
Auction	the Buyer is taken to sign at the fall of the hammer. The disclosure pack will be given to registered bidders before the auction begins. There is a set process if the successful bidder was not registered.
Options	give disclosure before the option is signed. If exactly the same parties enter the sale contract on exercise, no new disclosure is required. If a nominee will exercise or become the Buyer, disclosure must be given to that nominee before exercise.

## How does a Seller provide the Disclosure Statement to the Buyer?

Hand delivery, post or email are all fine. You can also send a link, provided the buyer can view and copy the documents. Keep proof of how and when you sent them.

## What happens if something is missed?

A Buyer can terminate at any time before settlement if the Seller does not comply with the core rules.

That includes:

- where no Form 2 was given;
- a required certificate was not given;
- the information was inaccurate when given, or;
- the disclosure was not substantially complete.

For missing items, the Buyer does not need to prove the issue was material. For inaccuracies or omissions, the Buyer needs to show it was material, they did not know about it when signing, and they would not have signed if told the truth.

If termination is valid, the Seller must refund amounts paid toward the price, including the deposit and any interest, within 14 days.

Sometimes another law controls the remedy. For example,

- Contamination Notices sit under Environmental legislation. Where more than one issue exists, a Buyer may choose which ground to use.
- If a third-party Certificate is wrong, such as a Body Corporate Certificate with old figures, the Buyer's only remedy against the Seller is termination.

Separate statements the Seller makes about that Certificate can still create risk, so keep comments measured and rely on documents.

## Selling a unit or BUGTA parcel

The Seller will need a Body Corporate Certificate in the approved form, plus the CMS. If a BUGTA Body Corporate cannot issue a Certificate due to missing records or no committee, an explanatory statement can be used. Speak with us early so we can help gather what is needed.

## Does the Buyer simply accept what is disclosed in the Form 2?

The Buyer and their solicitor should review the Form 2 and the Contract prior to the Contract being signed to check that there are no surprises in either. The Form 2, if complete, should give the Buyer peace of mind that there are no issues they need to consider.

However, as a Buyer about to make the largest purchase in their life time, would you just accept what the Seller has provided or would you like to check for yourself, and have peace of mind about your plus \$1million purchase?

## 6 key steps to take to stay sale-ready

There are some key steps Sellers should take to ensure their sale is not derailed by this new requirement:

- **Start early.** Order searches at listing, not after you receive an offer.
- **Read** the documents, do not just collate them.
- **Confirm Body Corporate status**, special levies and by-laws **if you are selling a unit**.
- **Check pool status** and **obtain either the current certificate** or a **notice of no pool certificate (Form 36)**.
- Keep a simple record of delivery to the Buyer.

Before signing, the Seller should check if anything has changed since the Form 2 was compiled and completed; if so, then update it.

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## How can Griffiths Parry Lawyers help?

### For Sellers

At Griffiths Parry Lawyers (GP LAW), we take clients through our multi-stage process from start to finish, from Form 2 to Settlement. With the initial obligations for Sellers, we will:

- **advise** on whether the scheme applies and **identify** any exception or waiver;
- **order and review** searches, including title, plan, rates and water, planning and building notices, QBCC, environmental registers, and for units the Body Corporate Certificate and CMS;
- **prepare the Form 2 accurately, attach** the correct certificates, and **arrange compliant delivery** with proof;
- **spot gaps that can create termination risk**, then fix them before a Buyer signs, and;
- **coordinate with the Seller's agent** and/or **auctioneer** so timing and content are right.

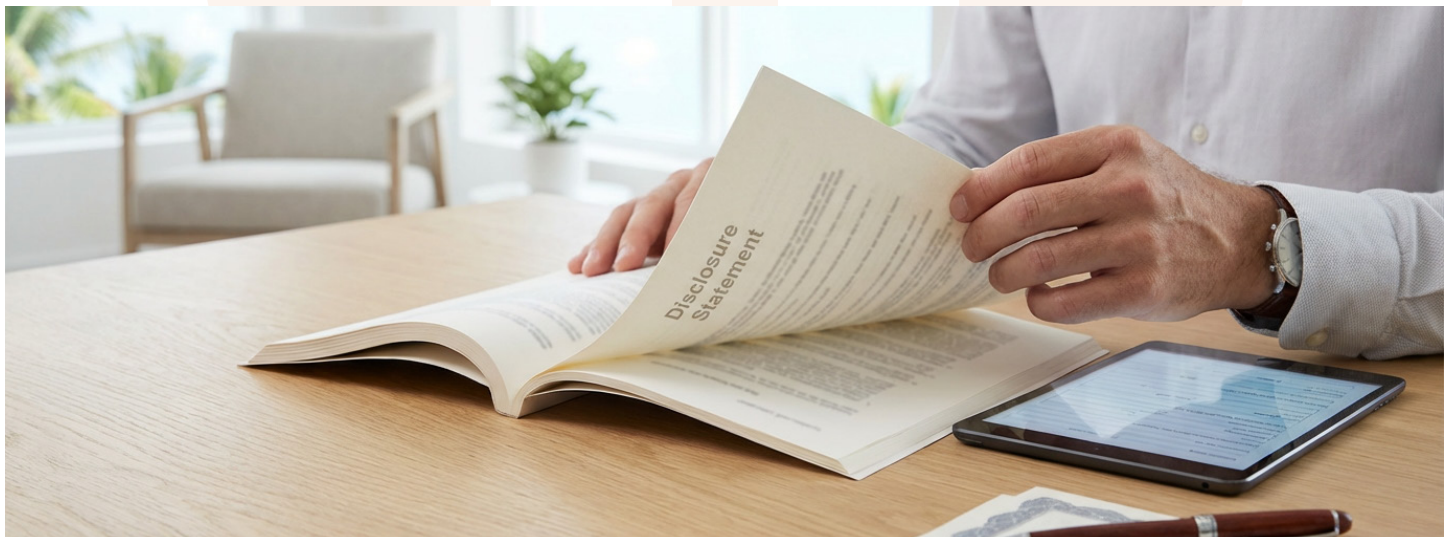
From there, we can assist Sellers with reviewing the contract to check for any clauses that might not be in their best interests, and then onto Settlement; making GP LAW the Seller's one stop shop from listing to settling.

### For Agents

We make it easier for Agents to turn Seller Disclosure (Form 2) into a consistent, low-friction listing process. We have compiled a kit for you comprising:

- **ready-to-use** digital and print materials you can co-brand (flyers, QR codes, email wording) for listing kits, appraisal packs, and onboarding
- give you a single online onboarding link within a pre-drafted email to send to your clients who are selling property so disclosure details are captured in one place early;
- **order and review** the required searches and **prepare Form 2 with the correct certificates**, then **arrange compliant delivery** with proof;
- flag common gaps and risk points early, so **issues can be fixed before a Buyer signs**;
- **coordinate timing and communication with you** (and the auctioneer where needed) so Form 2 is ready when your campaign needs it.

Download Kit



**Thinking of selling or buying residential property.**

**Reach out to the team who have been servicing the Sunshine Coast since 1974.**

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