

Retail Leases Regulations 2013

S.R. No. 41/2013

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STATUTORY RULES 2013

S.R. No. 41/2013

Retail Leases Act 2003

Retail Leases Regulations 2013

The Lieutenant-Governor as the Governor's deputy with the advice of the Executive Council makes the following Regulations:

Dated: 16 April 2013

Responsible Minister:

LOUISE ASHER

Minister for Innovation, Services and Small Business

YVETTE CARISBROOKE
Clerk of the Executive Council

1 Objectives

The main objectives of these Regulations are—

- (a) to make provision with respect to the amount of occupancy costs for the purpose of excluding certain retail premises; and
- (b) to make provision with respect to the amount of outgoings payable by a tenant; and
- (c) to prescribe forms of disclosure statement; and
- (d) to prescribe other matters required by the **Retail Leases Act 2003** to be prescribed.

2 Authorising provision

These Regulations are made under section 99 of the **Retail Leases Act 2003**.

3 Commencement

These Regulations come into operation on 22 April 2013.

4 Revocation

The following regulations are **revoked**—

- (a) the Retail Leases Regulations 2003¹;
- (b) the Retail Leases Amendment Regulations 2010².

5 Definitions

In these Regulations—

fire services property levy has the same meaning as *levy* has in section 3 of the **Fire Services Property Levy Act 2012**;

relevant fraction means the fraction calculated using this formula—

$$\frac{A}{B}$$

where—

- A is the lettable area of the retail premises; and
- B is the total of lettable areas of all the premises which receive the benefit of the outgoing;

the Act means the **Retail Leases Act 2003**.

6 Excluded retail premises

For the purposes of section 4(2)(a) of the Act, the prescribed amount is \$1 000 000 per annum exclusive of GST.

7 Occupancy costs

For the purposes of section 4(3)(c) of the Act, advertising and promotional services, including marketing fund contributions, is prescribed as an other kind of cost.

8 Disclosure statements

- (1) For the purposes of sections 17(1)(a) and 61(5) of the Act, the form of landlord's disclosure statement is in—
 - (a) if the retail premises are not located in a retail shopping centre, Schedule 1;
 - (b) if the retail premises are located in a retail shopping centre, Schedule 2.
- (2) For the purposes of section 26(1) of the Act, the form of landlord's disclosure statement on renewal of lease is in Schedule 3.
- (3) For the purposes of section 61(5A) of the Act, the form of tenant's disclosure statement is in Schedule 4.
- (4) Despite subregulations (1), (2) and (3), for the purposes of sections 17(1)(a), 26(1), 61(5) and 61(5A) of the Act, a person may use the form of disclosure statement set out in the Schedule to the Retail Leases Regulations 2003 (as in force immediately before 22 April 2013) until 22 July 2013.

9 Determination and apportionment of outgoings

For the purposes of section 39(2) of the Act, the amount of an outgoing may be determined and apportioned to a tenant by multiplying the total amount of the outgoing by the relevant fraction.

10 Maximum outgoing

For the purposes of section 40(2) of the Act, a tenant is not liable to contribute towards an outgoing of the landlord in excess of an amount calculated by multiplying the total amount of the outgoing by the relevant fraction.

11 Prescribed outgoings

For the purposes of section 47(6)(a)(v) of the Act, the following are prescribed as other kinds of outgoings—

- (a) fire services property levy; and
- (b) owners corporation fees.

12 Statement of outgoings

For the purposes of section 47(5)(b)(i) of the Act, the prescribed percentage is 10 percent.

SCHEMES

SCHEDULE 1

LANDLORD'S DISCLOSURE STATEMENT—RETAIL PREMISES NOT LOCATED IN RETAIL SHOPPING CENTRES

by the Landlord under section 17(1)(a) and section 61(5) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	
Tenant:	
Premises:	

PART 1 PREMISES

1 Premises details

1.1 Street address of premises

[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]

1.2 Plan of premises (if available)

[Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 23.1.]

1.3 Lettable area of premises m²

Actual/Estimate

Will a survey be conducted? Yes
 No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)

[select as appropriate]

<input type="checkbox"/> air conditioning	<input type="checkbox"/> plastered walls
<input type="checkbox"/> cool room	<input type="checkbox"/> shop front
<input type="checkbox"/> floor coverage	<input type="checkbox"/> sink
<input type="checkbox"/> grease trap	<input type="checkbox"/> sprinklers
<input type="checkbox"/> hot water service	<input type="checkbox"/> suspended ceilings
<input type="checkbox"/> lighting	<input type="checkbox"/> telephone
<input type="checkbox"/> mechanical exhaust	<input type="checkbox"/> water supply
<input type="checkbox"/> painted walls	<input type="checkbox"/> waste
<input type="checkbox"/> electrical distribution load (3 phase)	
<input type="checkbox"/> electrical distribution load (single phase)	
<input type="checkbox"/> separate utility meter—gas	
<input type="checkbox"/> separate utility meter—water	
<input type="checkbox"/> separate utility meter—electricity	
<input type="checkbox"/> other	

1.5 Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)

2 Permitted use

2.1 Description of permitted use

[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]

3 Number of car parking spaces

3.1 Approximate total spaces spaces

3.2 Available spaces for customers of the building spaces

3.3 Reserved spaces for use of the tenant only spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease? Yes
 No

4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant? Yes—attached as per item 23.2
 No

Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew

Not applicable

Details of head lease as follows:

Current term:

years

/ /20 to / /20

Options to renew:

years

/ /20 to / /20

[list any options for further terms held by the landlord under the head lease]

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4.4 Is the head landlord's consent to the lease required? Yes
 No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 Date lease commences / /20
 (see also date of handover at item 7) Actual/Estimate

5.2 Length of term years months

5.3 Date lease expires / /20
 (based on the date indicated at item 5.1 as the date the lease commences)

6 Option/s to renew lease

6.1 Option/s details

(Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

No options to renew lease

Options as follows:

Length of option	Period of option	Exercise date
years	/ /20 to / /20	/ /20 to / /20
Actual/Estimate	/ /20	/ /20

years	/ /20 to / /20	/ /20 to / /20
Actual/Estimate	/ /20	/ /20

[list all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover / /20
(if different to the date the lease commences indicated at item 5.1) Actual/Estimate

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date the lease commences

[exclude any works that form part of the tenant's fit out at item 9]

8.2 Estimate of expected contribution \$ by the tenant towards the cost of the landlord's works

[see also outgoings (item 13) in relation to any maintenance and repair outgoings]

9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)

9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?

Yes

[insert details of landlord's contribution]

No

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?

Yes

[insert details or provide fit out guide]

No

PART 4 RENT

10 Annual base rent

10.1	Starting annual base rent (i.e. when the lease commences)	\$ Including/Excluding GST
10.2	Rent free period	

[describe any rent free period]

10.3	Date of rent commencement	/ /20
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10.4	How rent payments are to be made?
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[insert description of how rent is paid—e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]

11 Rent adjustment (rent review)

11.1	Rent adjustment date(s) and adjustment method
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[insert a list of all rent adjustment dates and adjustment methods—e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]

PART 5 OUTGOINGS

12 Contribution by tenant towards landlord's outgoings

12.1	Is the tenant required to pay or contribute towards the landlord's outgoings?	<input type="checkbox"/> Yes
		<input type="checkbox"/> No

12.2	Describe any period during which the tenant is not required to pay outgoings
------	--

12.3	Date on which payment of outgoings is to commence	/ /20
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12.4 Formulae for apportioning outgoings

[insert formulae on how outgoings payable by tenant are to be apportioned]

13 Outgoings estimates (annual) for the 12 month period
/ 20 to / 20

*[State which of the following are payable by the tenant.
 The landlord may be prevented by the **Retail Leases Act 2003**
 from claiming certain costs.]*

Estimate per annum for the
 building
 (Including/Excluding
 GST)

13.1 Administration

Administration costs (excluding management fees and wages)	\$
--	----

Management fees	\$
-----------------	----

13.2 Air conditioning/temperature control

Air conditioning maintenance	\$
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Air conditioning operating costs	\$
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13.3 Building management

Body corporate/strata levies	\$
------------------------------	----

Building intelligence services	\$
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Energy management services	\$
----------------------------	----

Gardening and landscaping	\$
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Insurance	\$
-----------	----

Pest control	\$
--------------	----

Ventilation	\$
-------------	----

13.4	Building security	
	Caretaking	\$
	Emergency systems	\$
	Fire protection	\$
	Security services	\$
13.5	Cleaning	
	Cleaning consumables	\$
	Cleaning costs (excluding consumables)	\$
13.6	Government rates and charges	
	Local government rates and charges	\$
	Water, sewerage and drainage rates and charges	\$
	Fire services property levy	\$
	(Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing)	
13.7	Repairs	
	Repairs and maintenance	\$
	Sinking fund for repairs and maintenance	\$
	(Note: under section 41 of the Retail Leases Act 2003 , the landlord may not claim the capital costs of the building in which the premises are located)	
13.8	Utility services	
	Electricity	\$
	Gas	\$
	Oil	\$
	Water	\$

13.9	Waste management	
	Sewerage disposal	\$
	Waste collection and disposal	\$
13.10	List any other outgoings	
		\$
		\$
		\$
13.11	Estimated tenant contribution to outgoings	\$

PART 6 OTHER COSTS

14 Other monetary obligations and charges

14.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement

[e.g. interest and legal costs]

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

15 Alteration works

15.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?

Yes

[insert details of the proposed works]

No

16 Clauses in lease dealing with relocation and demolition works

16.1 Clause(s) in lease providing for relocation of tenant

Clause(s) of the lease
 Not applicable

16.2 Clause(s) in lease providing for demolition of the premises or building

Clause(s) of the lease
 Not applicable

PART 8 OTHER DISCLOSURES

17 Other disclosures

17.1 Are there any current legal proceedings in relation to the lawful use of the premises or building?

Yes

[provide details]

No

17.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building, during the term or any further term or terms?

Yes

[provide details]

No

18 Representations by landlord

18.1 Any other representations by the landlord or the landlord's agent

[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

19 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings to landlord when completing this disclosure statement:

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

20 Landlord's signature

20.1 Name of landlord

[insert name of landlord]

20.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X.....

20.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

20.4 Date / /20

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

21 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?

22 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

22.1 Name of tenant

[insert name of tenant]

22.2 Signed by the tenant or for and on behalf of the tenant

X.....

22.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

22.4 Date / /20

PART 11 ATTACHMENTS

23 List of attachments

		Attached?
23.1	Plan of premises (see item 1.2)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
23.2	Head lease or Crown lease (see item 4.2)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
23.3	Additional attachments	

[list of any additional attachments]

SCHEDE 2

LANDLORD'S DISCLOSURE STATEMENT—RETAIL PREMISES LOCATED IN RETAIL SHOPPING CENTRES

by the Landlord under section 17(1)(a) and section 61(5) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and should be provided to the Tenant along with the Information Brochure about retail leases published by the Small Business Commissioner and a copy of the lease at least 7 days before the signing of a new lease. The Information Brochure is also available at the Office of the Small Business Commissioner.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	
Tenant:	
Premises:	

KEY DISCLOSURE ITEMS

1	Annual base rent under the lease	\$	p.a.
	(see item 10.1) Including/Excluding GST		
2	Is a rent based on turnover payable by the tenant in year 1?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	(see item 12)		
3	Total estimated outgoings and promotion and marketing costs for the tenant in year 1	\$	Including/Excluding GST
	(see Parts 5 and 6)		
4	Term of the lease	years	months
	(see item 5)		
5	Estimated commencement date of the lease	/	/20
	(see item 5.1)		
6	Estimated handover date of the premises	/	/20
	(see item 7.1)		
7	Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	(see item 6)		
8	Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	(see item 2.2)		

PART 1 PREMISES

1 Premises details

1.1 Street address of premises

[insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre]

1.2 Plan of premises (if available)

[Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1.]

1.3 Lettable area of premises m²

Actual/Estimate

Will a survey be conducted? Yes
 No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)

[select as appropriate]

<input type="checkbox"/> air conditioning	<input type="checkbox"/> plastered walls
<input type="checkbox"/> cool room	<input type="checkbox"/> shop front
<input type="checkbox"/> floor coverage	<input type="checkbox"/> sink
<input type="checkbox"/> grease trap	<input type="checkbox"/> sprinklers
<input type="checkbox"/> hot water service	<input type="checkbox"/> suspended ceilings
<input type="checkbox"/> lighting	<input type="checkbox"/> telephone
<input type="checkbox"/> mechanical exhaust	<input type="checkbox"/> water supply
<input type="checkbox"/> painted walls	<input type="checkbox"/> waste
<input type="checkbox"/> electrical distribution load (3 phase)	
<input type="checkbox"/> electrical distribution load (single phase)	
<input type="checkbox"/> separate utility meter—gas	
<input type="checkbox"/> separate utility meter—water	
<input type="checkbox"/> separate utility meter—electricity	
<input type="checkbox"/> other	

1.5 Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)

2 Permitted use

2.1 Description of permitted use

[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]

2.2 Is the permitted use described in item 2.1 exclusive to the tenant? Yes No

3 Number of car parking spaces

3.1 Approximate total spaces spaces

3.2 Available spaces for customers of the building/centre spaces

3.3 Reserved spaces for use of the tenant only spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease? Yes No

4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant? Yes—attached as per item 33.2 No

Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew

- Not applicable
- Details of head lease as follows:

Current term:

years
/ /20 to / /20

Options to renew:

years
/ /20 to / /20

[list any options for further terms held by the landlord under the head lease]

4.4 Is the head landlord's consent to the lease required? Yes No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1	Date lease commences	/ /20
	(see also date of handover at item 7)	Actual/Estimate
5.2	Length of term	years months
5.3	Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	/ /20

6 Option/s to renew lease

6.1 Option/s details

(Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

No options to renew lease

Options as follows:

Length of option	Period of option	Exercise date
years	/ /20 to	/ /20 to
Actual/Estimate	/ /20	/ /20
years	/ /20 to	/ /20 to
Actual/Estimate	/ /20	/ /20

[list all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT**7 Date of handover**

7.1 Date of handover / /20

(if different to the date the lease commences indicated at item 5.1) Actual/Estimate

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date the lease commences

[exclude any works that form part of the tenant's fit out at item 9]

8.2 Estimate of expected contribution \$ by the tenant towards the cost of the landlord's works

[see also outgoings (item 14) in relation to any maintenance and repair outgoings]

9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant
(excluding the landlord's works at item 8)

9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?
 Yes

[insert details of landlord's contribution]

No

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?
 Yes

[insert details or provide fit out guide]

No

PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent \$
(i.e. when the lease commences) Including/Excluding GST

10.2 Rent free period

[describe any rent free period]

10.3 Date of rent commencement / /20

10.4 How rent payments are to be made?

[insert description of how rent is paid—e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method

*[insert a list of all rent adjustment dates and adjustment methods
—e.g. fixed increase by X%, fixed increase by \$X, current market
rent, indexed to CPI]*

12 Rent based on turnover

12.1 Is a rent based on turnover payable by the tenant?

(Note: the lease must specify the method by which a rent based on turnover is to be determined.)

Yes

[insert method of calculating the turnover rent]

No

12.2 If a rent based on turnover is not required to be paid, does the landlord require the tenant to provide details of turnover? Yes No

PART 5 OUTGOINGS

13 Contribution by tenant towards landlord's outgoings

13.1 Is the tenant required to pay or contribute towards the landlord's outgoings? Yes No

13.2 Describe any period during which the tenant is not required to pay outgoings

13.3 Date on which payment of outgoings is to commence / /20

13.4 Formulae for apportioning outgoings

[insert formulae on how outgoings payable by tenant are to be apportioned]

14 Outgoings estimates (annual) for the 12 month period
 / /20 to / /20

*[State which of the following are payable by the tenant.
 The landlord may be prevented by the Retail Leases Act 2003
 from claiming certain costs.]*

	Estimate per annum for the building/centre
	(Including/Excluding GST)
14.1 Administration	
Administration costs (excluding management fees and wages)	\$
Management fees	\$
14.2 Air conditioning/temperature control	
Air conditioning maintenance	\$
Air conditioning operating costs	\$
14.3 Building/centre management	
Body corporate/strata levies	\$
Building intelligence services	\$
Customer traffic flow services	\$
Energy management services	\$
Gardening and landscaping	\$
Insurance	\$
Pest control	\$
Ventilation	\$
14.4 Building/centre security	
Caretaking	\$
Emergency systems	\$
Fire protection	\$
Security services	\$

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14.5	Cleaning	
	Cleaning consumables	\$
	Cleaning costs (excluding consumables)	\$
14.6	Communications	
	Post boxes	\$
	Public telephones	\$
14.7	Customer facilities	
	Car parking	\$
	Child minding	\$
	Escalators	\$
	Lifts	\$
	Uniforms	\$
14.8	Customer information services	
	Information directories	\$
	Public address/music	\$
	Signage	\$
14.9	Government rates and charges	
	Local government rates and charges	\$
	Water, sewerage and drainage rates and charges	\$
	Fire services property levy	\$
	(Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing.)	

14.10 Repairs

Repairs and maintenance	\$
Sinking fund for repairs and maintenance	\$

(Note: under section 41 of the **Retail Leases Act 2003**, the landlord may not claim the capital costs of the building/centre in which the premises are located.)

14.11 Utility services

Electricity	\$
Gas	\$
Oil	\$
Water	\$

14.12 Waste management

Sewerage disposal	\$
Waste collection and disposal	\$

14.13 List any other outgoings

\$
\$
\$

14.14 Total outgoings for the building/centre

14.15 Formula for determining tenant's share of the total outgoings for the building/centre

14.16 Estimated tenant contribution to outgoings

PART 6 OTHER COSTS

15 Advertising and promotional costs

15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre? Yes No

15.2 Tenant's contribution to advertising and promotional costs per annum

Not applicable

Yes—contribution per annum is \$ Actual/Estimate

Yes—contribution per annum is % of the rent (excluding GST) payable from time to time

Yes [*insert details of tenant's contribution per annum and how this is determined*]

16 Other monetary obligations and charges

16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement

[*e.g. interest and legal costs*]

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17 Alteration works

17.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

Yes

[*insert details of the proposed works*]

No

18 Clauses in lease dealing with relocation and demolition works

18.1 Clause(s) in lease providing for relocation of tenant

Clause(s) of the lease
 Not applicable

18.2 Clause(s) in lease providing for demolition of the premises or building/centre

Clause(s) of the lease
 Not applicable

PART 8 TRADING HOURS

19 Core trading hours relevant to the tenant

Monday	a.m. to	p.m.
Tuesday	a.m. to	p.m.
Wednesday	a.m. to	p.m.
Thursday	a.m. to	p.m.
Friday	a.m. to	p.m.
Saturday	a.m. to	p.m.
Sunday	a.m. to	p.m.
Public holidays	a.m. to	p.m.

20 Tenant access to premises outside core trading hours

20.1 Is the tenant permitted to access the premises and building/centre outside core trading hours?

Yes

[provide details including cost of access]

No

PART 9 RETAIL SHOPPING CENTRE DETAILS**21 Retail shopping centre details**

21.1	Total number of shops	shops
------	-----------------------	-------

21.2	Gross lettable area of the centre	m^2
------	-----------------------------------	-------

Actual/Estimate

22 Annual turnover of the shopping centre

22.1	Annual estimated turnover (where collected)	\$
------	--	----

Including GST/
Excluding GST

22.2	Annual estimated turnover by specialty shops per m^2 (where collected)
------	--

Food	\$ per m^2
------	--------------

Including GST/
Excluding GST

Non food	\$ per m^2
----------	--------------

Including GST/
Excluding GST

Services	\$ per m^2
----------	--------------

Including GST/
Excluding GST

23 Major/anchor tenants

23.1	Major/anchor tenants and lease expiry dates
------	---

[list all major and anchor tenants (e.g. department stores, discount department stores, supermarkets) and the dates on which leases held by those tenants expire]

24 Floor plan and tenancy mix

24.1	Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants	<input type="checkbox"/> Attached as per item 33.4
------	---	--

24.2	Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?	<input type="checkbox"/> Yes
------	--	------------------------------

<input type="checkbox"/> No

25 Customer traffic flow information

25.1 Does the landlord collect customer traffic flow information? Yes—attached as per item 33.5
 No

26 Casual mall licensing for common areas

26.1 Does the landlord adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice? Yes—casual mall licensing policy attached as per item 33.6
 No

PART 10 OTHER DISCLOSURES

27 Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?
 Yes

[provide details]

No

27.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?
 Yes

[provide details]

No

28 Representations by landlord

28.1 Any other representations by the landlord or the landlord's agent

[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

PART 11 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

29 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings to landlord when completing this disclosure statement:

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30 Landlord's signature

30.1 Name of landlord

[insert name of landlord]

30.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X.....

30.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

30.4 Date / /20

PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

31 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre likely to change during the term of the lease? (see item 24.2)

32 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

32.1 Name of tenant

[insert name of tenant]

32.2 Signed by the tenant or for and on behalf of the tenant

X.....

32.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

32.4 Date / /20

PART 13 ATTACHMENTS

33 List of attachments

Attached?

33.1	Plan of premises (see item 1.2)	<input type="checkbox"/> Yes	<input type="checkbox"/> Not applicable
33.2	Head lease or Crown lease (see item 4.2)	<input type="checkbox"/> Yes	<input type="checkbox"/> Not applicable

33.3 Additional attachments

[list of any additional attachments]

33.4	Floor plan (see item 24.1)	<input type="checkbox"/> Yes	<input type="checkbox"/> Not applicable
33.5	Customer traffic flow statistics (see item 25.1)	<input type="checkbox"/> Yes	<input type="checkbox"/> Not applicable
33.6	Casual mall licensing policy (see item 26.1)	<input type="checkbox"/> Yes	<input type="checkbox"/> Not applicable

33.7 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

SCHEDELE 3

LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF LEASE

by the Landlord under section 26(1) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the **Retail Leases Act 2003**.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Landlord

Landlord:	
Tenant:	
Premises:	

PART 1 KEY INFORMATION

1 Renewal of lease

1.1 Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease.

[landlord to insert date]

2 Alteration works

2.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

Yes

[insert details of the proposed works]

No

3 Other matters

3.1 Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? *[e.g. current legal proceedings, planned changes to tenancy mix]*

Yes

[insert details]

No

3.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

Yes

[provide details]

No

4 Other monetary obligations and charges

4.1 Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease.

[e.g. interest and legal costs]

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business.

Warning to landlord when completing this disclosure statement:

- the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

6 Landlord's signature

6.1 Name of landlord

[insert name of landlord]

6.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X.....

6.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

6.4 Date / /20

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

8 Tenant's signature

It is important that a tenant seek independent legal and financial advice before renewing the lease.

8.1 Name of tenant

[insert name of tenant]

8.2 Signed by the tenant or for and on behalf of the tenant

X.....

8.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

8.4 Date / /20

SCHEDEULE 4

DISCLOSURE STATEMENT—ASSIGNED LEASE WHERE ONGOING BUSINESS

by the tenant under section 61(5A) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Tenant if a lease assignment referred to in section 61(5A) of the **Retail Leases Act 2003** is proposed. The statement should be provided to the Landlord and Proposed assignee.

Before the Tenant requests the Landlord's consent to the assignment, the Tenant must give the Proposed assignee a copy of the Landlord's disclosure statement and details of changes that have affected the information in that statement since it was given to the Tenant (see section 61(3) of the **Retail Leases Act 2003**).

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Proposed assignee to obtain independent legal and financial advice before taking an assignment of a retail premises lease.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

DISCLOSURE STATEMENT by the Tenant

Tenant:	
Proposed assignee:	
Landlord:	
Premises:	

PART 1 ASSIGNMENT

1 Business records

1.1 Has the tenant provided the proposed assignee with business records for the previous 3 years or such shorter period as the tenant has carried on business at the premises?

Yes
 No

2 Landlord notices

2.1 Over the term of the current lease agreement, has the landlord given any notices under the **Retail Leases Act 2003** to the tenant?

Yes

[insert details of notices given by the landlord]

No

3 Lease variations

3.1 Have there been any material variations to the lease since the lease was first granted or last renewed?

Yes

[insert details of lease variations]

No

4 Advice on outgoings

4.1 If the tenant had occupied the premises for a period of greater than 12 months, what type and value of outgoings was the tenant liable to pay to the landlord with respect to the premises over the last 12 months?

[Tenant to list the type and value of outgoings paid to the landlord over the previous 12 month period]

5 Disputes

5.1 Are there any current disputes between the landlord and tenant under or in relation to the lease?

Yes

[insert details]

No

6 Other matters

6.1 Are there any matters not connected to the lease agreement, planned or known to the tenant at this point in time that may materially affect the viability of the ongoing business over the remaining lease period?

Yes

[insert details]

No

6.2 Are there any alteration or demolition works, planned or known to the tenant at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

Yes

[provide details]

No

6.3 Are there any alteration or demolition works, planned or known to the tenant at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

Yes

[provide details]

No

PART 2 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by tenant

By signing this disclosure statement, the tenant confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease and ongoing business by the tenant and the tenant's agents as at the date of this disclosure statement;
- the tenant has not knowingly withheld information that may materially affect the proposed assignee's ongoing business.

8 Tenant's signature

8.1 Name of tenant

[insert name of tenant]

8.2 Signed by the tenant or the tenant's agent for and on behalf of the tenant

X.....

8.3 Name of the tenant's authorised representative or tenant's agent

[insert name of person signing with the authority of the tenant]

8.4 Date / /20

PART 3 PROPOSED ASSIGNEE ACKNOWLEDGEMENTS AND SIGNATURE

9 Acknowledgements by the proposed assignee

By signing this disclosure statement, the proposed assignee confirms and acknowledges that the proposed assignee received this disclosure statement.

10 Proposed assignee's signature

It is important that a proposed assignee seek independent legal and financial advice before taking assignment of a lease.

10.1 Name of proposed assignee

[insert name of proposed assignee]

10.2 Signed by the proposed assignee or for and on behalf of the proposed assignee

X.....

10.3 Name of the proposed assignee's authorised representative

[insert name of person signing with the authority of the proposed assignee]

10.4 Date / /20

PART 4 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

11 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that the landlord received this disclosure statement.

12 Landlord's signature

12.1 Name of landlord

[insert name of landlord]

12.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X.....

12.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

=====

ENDNOTES

¹ Reg. 4(a): S.R. No. 30/2003 as amended by S.R. No. 91/2010.

² Reg. 4(b): S.R. No. 91/2010.