

Disclosure Statement

BY THE LANDLORD UNDER THE
RETAIL LEASES ACT 2003

Landlord:	
Tenant:	
Premises:	

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.

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 at least 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 2003.

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.

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KEY DISCLOSURE ITEMS

1 **Annual base rent under the lease** (see item 10.1)

\$ p.a. Including GST Excluding GST

2 **Is a rent based on turnover payable by the tenant in year 1?** (see item 12)

Yes No

3 **Total estimated outgoings and promotion and marketing costs for the tenant in year 1** (see Part 5 and Part 6)

\$ Including GST Excluding GST

4 **Term of the lease** (see item 5)

Years Months

5 **Estimated commencement date of the lease** (see item 5.1)

/ / 20

6 **Estimated handover date of the premises** (see item 7.1)

/ / 20

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)?** (see item 6)

Yes No

8 **Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises?** (see item 2.2)

Yes No

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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 checked="" 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 tap | <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 | <input type="text"/> |

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:

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

<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>

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** (see also date of handover at item 7)

/ / 20 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 Actual Estimate

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:
[List all options to renew lease]

Length of option

Period of option

Exercise date

<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="text"/> years	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>	<input type="text"/> / <input type="text"/> / 20 <input type="text"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>	to <input type="text"/> / <input type="text"/> / 20 <input type="text"/>

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 **Date of handover** (if different to the date the lease commences indicated at item 5.1)

/ / 20 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 GST 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 is 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
(INCLUDING GST) PER ANNUM
FOR THE BUILDING/CENTRE**

14.1 Administration

- Administration costs (excluding management fees and wages) \$
- Audit fees \$
- 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 levy \$
- Fire protection \$
- Security services \$

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* \$

(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 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

19 Core trading hours relevant to the tenant

Monday am to pm

Tuesday am to pm

Wednesday am to pm

Thursday am to pm

Friday am to pm

Saturday am to pm

Sunday am to pm

Public holidays am to pm

20 Tenant access to premises outside core trading hours

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

Yes [provide details including cost of access]

No

PART 8 RETAIL SHOPPING CENTRE DETAILS

[note: this Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the *Retail Leases Act 2003*]

21 Retail shopping centre details

21.1 Total number of shops shops

21.2 Gross lettable areas of the centre m² 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 m² (where collected)

Food \$ per m² Including GST Excluding GST

Non food \$ per m² Including GST Excluding GST

Services \$ per m² 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

Attached as per item 34.1

24.2 Does the landlord assure the tenant that the current tenancy mix will not be altered by the introduction of a competitor?

Yes No

25 Customer traffic flow information

25.1 Does the landlord collect customer traffic flow information?

Yes - attached as per item 34.2

No

26 Casual mall licensing for common areas

26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?

Yes - casual mall licensing policy attached as per item 34.3

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

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 the 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 (if applicable) 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)

Yes

Not applicable

33.2 **Head lease or Crown lease** (see item 4.2)

Yes

Not applicable

33.3 Additional attachments

[list of any additional attachments]

34 List of attachments – retail shopping centre

[this item must be completed only if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003]

ATTACHED?

34.1 **Floor plan** (see item 24.1)

Yes

Not applicable

34.2 **Customer traffic flow statistics** (see item 25.1)

Yes

Not applicable

34.3 **Casual mall licensing policy** (see item 26.1)

Yes

Not applicable

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]