

FORM 1Regulations 3,4 and 5
Sections 19 (2) and 21 (2)

Business Tenancies (Fair Dealings) Act

**Landlord's and Tenant's Disclosure
Statements Relating to Retail Shop Lease****PART A – LANDLORD'S DISCLOSURE STATEMENT**

Note – Complete only the items that are applicable. Where # is indicated, delete the words that are inapplicable.

1. THE LANDLORD

Landlord's name:

Landlord's trading name:

Landlord's address:

Postcode:

Name of landlord's agent:

Address of landlord's agent:

Postcode:

2. THE TENANT

Tenant's name:

Tenant's trading name:

Tenant's address:

Postcode:

3. THE RETAIL SHOP

Address of the retail shop being leased:

Postcode:

Shop number if the retail shop is within a retail shopping centre:

Net lettable area of the retail shop in square metres:

(State whether actual or estimated. If estimated, state whether a survey will be conducted)

Finishes, fixtures, fittings, equipment and services to or in the retail shop provided by the landlord:

The tenant #is/is not# required to contribute to the cost of finishes, fixtures, fittings, equipment and services to or in the retail shop provided by the landlord.

the extent to which the tenant is required to contribute to those costs:

4. THE RETAIL SHOPPING CENTRE ("CENTRE")

Note: This item must be completed only if the retail shop is located within a retail shopping centre

Name of centre:

Address of the centre:

Postcode:

Number of retail shops in the centre:

Gross lettable area of the centre:

(State whether actual or estimated. If estimated, state why and state when actual will be available.)

Number of car bays at the centre in total:

Number of car bays at the centre for the tenant's exclusive use:

Core trading hours of the centre:

Hours of access to the retail shop outside the core trading hours of the centre:
The floor plan of the centre is # attached/not attached #:
Tenancy mix (by category) of the centre:
The tenancy mix of the centre # is/is not # likely to change over the term of the lease:
The landlord # has/has not # obtained planning approval for any renovations, redevelopments or extensions of the centre: <i>(if the landlord has obtained planning approval, provide details.)</i>

5. THE RETAIL SHOP LEASE

Note: Under the Business Tenancies (Fair Dealings) Act, tenants have the right to a minimum 5 year tenancy. The tenant may waive this right if the tenant obtains a certificate from a legal practitioner in accordance with section 26 of the Act.

The tenant #is / is not# required to contribute to the legal and other expenses incurred in connection with the preparation of this retail shop lease.

The tenant will be provided with a copy of the account presented for these expenses and the amount of the charges, or the method of calculation of these charge are:

5.1 Term of lease

Term: _____

Options for further terms: _____

Actual date, or estimated date if actual date is not known, on which the landlord will hand over the retail shop to the tenant:

(if estimated, state how the actual is the be determined)

Actual date, or estimated date if actual date is not known, on which the lease will commence:

(if estimated, state how the actual is the be determined)

5.2 Permitted Use

Permitted use: _____

The tenant will have exclusive rights to sell the following goods and services: _____

The tenant may not sell the following goods or services: _____

(State that the tenant is required to conduct permitted use and nothing else, and set out any express exclusions).

5.3 Base rent

The base rent payable by the tenant for the term of the lease is: _____

Period*	Rent* <i>(e.g. year 1 + 5%)</i>	Adjustment method on review* <i>(e.g. year 1 + 5%)</i>

*** Based on estimated commencement date if actual not known**

The base rent is payable as follows: _____

Date for rent payments under the lease: _____

(e.g. By equal monthly instalments in advance on the first day of each month except for the first and last payments, which will be pro rata).

Date for first payment of rent under the lease

(e.g. State commencement date or, if a rent-free period, state the number of days/weeks or a date after commencement date).

The base rent payable by the tenant for the further term/s of the lease is/are:

Period*	Rent* <i>(e.g. year 1 + 5%)</i>	Adjustment method on review* <i>(e.g. year 1 + 5%)</i>

5.4 Percentage/Turnover Rent

The tenant # is/is not # required to pay any rent based on turnover.

The rent based on turnover payable by the tenant is calculated as follows: _____

(Include the percentage of gross sales, the base from which percentage rents cut in and whether that base charges)

5.5 Outgoings for retail shopping centres

Note: This item must be completed only if the retail shop is located within a retail shopping centre and the lease requires the tenant to contribute (in whole or in part) to any outgoings of the centre.

The estimated outgoings for the retail shopping centre for the current outgoings year are set out in the following table. This estimate was prepared at the commencement of the outgoings year. Actual outgoings will be calculated and reconciled with appropriate adjustments made at the end of the outgoings year.

Outgoings category	Estimate per annum
Air conditioning	
Ventilation	
Building intelligence and emergency systems	
Security	
Fire protection	
Insurance	
Electricity	
Water	
Telephones	
Gas and oil	
Lifts and elevators	
Public address and music	
Signs	
Uniforms	
Child minding	
Car parking	
Gardening and landscaping	
Cleaning	
Disposals	
Local government rates and charges	
Repairs and maintenance	
Sewerage and drainage rates and charges	
Administration costs	
Management fees	
Pest control	
Audit fees	
Energy Management Systems	
Other charges to be borne by the tenant	(Specify)

The following formulas are used to apportion outgoing expenses to the tenant	
Core trading hours outgoings	
Outgoings directly assessed on retail shop	
After hours outgoings	
Services (gas, telephone, electricity, water etc)	<i>(State whether the tenant will be required to pay direct to the supply authority for water, gas, telephone and electricity supplied to and consumed in the retail shop or whether they will be part of outgoings).</i>
Other	<i>(Specify)</i>

5.6 Outgoings for retail shop not located in a retail shopping centre

Note: This item must be completed only if the retail shop is not located within a retail shopping centre and the lease requires the tenant to contribute (in whole or in part) to any outgoings of the landlord.

The estimated outgoings for the current outgoings year for the building in which the retail shop is located are set out in the following table. This estimate was prepared at the commencement of the outgoings year. Actual outgoings will be calculated and reconciled and, where appropriate, adjustments made at the end of the outgoings year.

Outgoings category	Estimate per annum
Air conditioning	
Ventilation	
Building intelligence and emergency systems	
Security	
Fire protection	
Insurance	
Electricity	
Water	
Telephones	
Gas and oil	
Lifts and elevators	
Public address and music	
Signs	
Uniforms	
Child minding	
Car parking	
Gardening and landscaping	
Cleaning	
Disposals	
Local government rates and charges	
Repairs and maintenance	
Sewerage and drainage rates and charges	
Administration costs	
Management fees	
Pest control	

Audit fees	
Energy Management Systems	
Other charges to be borne by the tenant	<i>(Specify)</i>
The following formulas are used to apportion outgoing expenses to the tenant	
Core trading hours outgoings	
Outgoings directly assessed on retail shop	
After hours outgoings	
Services (gas, telephone, electricity, water etc)	<i>(State whether the tenant will be required to pay direct to the supply authority for water, gas, telephone and electricity supplied to and consumed in the retail shop or whether they will be part of outgoings).</i>
Other	<i>(Specify)</i>

5.7 Promotions and marketing

The tenant must pay the following marketing and promotional expenses during the time of the lease:

Expenses items	Estimates per annum
Contribution to promotion/marketing fund	
Centre catalogues	
Tenant advertising	
Other	

6. TENANT'S FITOUT AND REFURBISHMENT WORKS

The landlord requires the tenant to perform at the tenant's expense, the following fit out or refurbishment works (or both):

Before the commencement date of the lease: _____

During the term of the lease: _____

7. RELOCATION/DEMOLITION

The lease # does/does not # include a relocation clause

The lease # does/does not # include a demolition clause

8. ADDITIONAL REPRESENTATION

The following representations were made by the landlord or the landlord's agent to the tenant during negotiations for the lease:

Other than the representations included in this landlord's disclosure statement and the lease, no other representations were made by the landlord or the landlord's agent.

9. DECLARATION BY LANDLORD OR LANDLORD'S AGENT

I acknowledge that this landlord's disclosure statement contains all written representations by the landlord and the landlord's agent in relation to the proposed retail shop lease.

I am satisfied that all agreements are fully reflected in this landlord's disclosure statement.

I have not knowingly withheld information that is likely to have an impact on the tenant's proposed business.

Signature _____
Landlord/Landlord's Agent

Date _____

PART B – TENANT’S DISCLOSURE STATEMENT

Note: This tenant’s disclosure statement must be completed by the tenant and returned to the landlord or the landlord’s agent before the lease is entered into by the parties. A lease is entered into on the earliest of the following:

- (i) the tenant entering into possession of the retail shop;
- (ii) the tenant commencing to pay rent;
- (iii) the lease being signed by all parties.

1. ACKNOWLEDGMENT OF RECEIPT

The tenant acknowledges that a copy of the proposed retail shop lease was received from the landlord or the landlord’s agent before the tenant entered into the lease.

The tenant acknowledges that the landlord’s disclosure statement was received from the landlord or the landlord’s agent:
at least 7 days before entering into the lease.

less than 7 days before entering into the lease and the tenant has obtained a certificate from a legal practitioner in accordance with section 19(6) of the *Business Tenancies (Fair Dealings) Act*.

2. ADDITIONAL REPRESENTATIONS

The tenant has not, in entering into the retail shop lease, relied on any representations made by the landlord or the landlord’s agent other than those set out in the lease and at item 8 of the landlord’s disclosure statement.

Apart from the representations and statements referred to in the previous paragraph, no other promises, representations, warranties or undertakings have been made or given by the landlord or the landlord’s agent in respect of the retail shop, or the business to be carried out at the retail shop or (if applicable) the retail shopping centre or building in which the retail shop is located.

The tenant has # sought/not sought # independent advice in respect of the commercial terms contained in the landlord’s disclosure statement and the obligations contained in the proposed retail shop lease.

The tenant believes that the tenant will be able to fulfil the obligations contained in the lease, including the payment of the proposed rent, outgoings and other amounts, based on the tenant’s own business projections for the business.

Signed: _____ Date: _____
Tenant/On behalf of tenant

Full name of person signing (please print)

Position of person signing