

Commercial Tenancy (Retail Shops) Agreement Act, 1985

Section 6(4)

[r. 4]

DISCLOSURE STATEMENT

- Part 1 Premises
- Part 2 Lease term and option/s to renew lease
- Part 3 Works, fit out and refurbishment
- Part 4 Rent
- Part 5 Outgoings/Operating expenses
- Part 6 Other costs
- Part 7 Alteration works (including renovations, extensions, redevelopment, demolition)
- Part 8 Trading hours
- Part 9 Retail shopping centre details
- Part 10 Group of premises
- Part 11 Other disclosures
- Part 12 Landlord acknowledgments and signing
- Part 13 Tenant acknowledgments and signing
- Part 14 Attachments

| | |
|-----------------|--|
| Landlord | |
| Tenant | |
| Premises | |

| KEY DISCLOSURE ITEMS | |
|--|--|
| 1. Annual base rent under the lease See item 10.1 | \$ p.a. Including GST/Excluding GST |
| 2. Is rent based on turnover payable by the tenant in year 1 See item 12 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Total estimated outgoings/operating expenses, promotion and marketing costs and contributions to sinking fund for the tenant in year 1 See Item 14.2 and Part 6 | \$ Including GST/Excluding GST |

| | |
|--|--|
| 4. Term of the Lease See item 5.2 | Years months |
| 5. Commencement date is See item 5.1 | / / Actual/estimated <i>[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]</i> |
| 6. Handover date is See item 7.1 | / / Actual/estimated <i>[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]</i> |
| 7. Does the tenant have an option to renew for a further period (to be exercised in the manner specified, on or before the last date stated in the option clause) See item 6 | <input type="checkbox"/> Yes – see item 6.1 <input type="checkbox"/> No |
| 8. Does the lease provide the tenant with exclusivity in relation to the permitted use of premises See item 2.2 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| Disclosure item | Response |
|---|--|
| PART 1 - PREMISES | |
| 1. Premises details | |
| 1. Street address of premises | <i>[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]</i> |
| 2. Plan of premises (if available) | <i>[Insert description of the premises by reference to a prepared plan. Attach the plan to this disclosure statement at item 38.1]</i> |
| 3. Lettable area of the premises (in m ²) | New premises – approximately m ² Existing premises – certified at m ² Will a survey be conducted? <input type="checkbox"/> Yes <input type="checkbox"/> No |

| Disclosure item | Response |
|--|--|
| <p>4. Existing structures, fixtures, plant and equipment in the premises provided by the landlord at the cost of the landlord (excluding any works fitout and refurbishment described in Part 3)</p> | <p><i>[Select as appropriate]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> air conditioning <input type="checkbox"/> plastered walls <input type="checkbox"/> cool room/freezer <input type="checkbox"/> shop front <input type="checkbox"/> floor coverings <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 <i>[Please specify]</i> |

| Disclosure item | Response |
|--|---|
| 5. Services and facilities provided by the landlord for the benefit of the premises | <p><i>[Select as appropriate]</i></p> <p><input type="checkbox"/> tenancy cleaning</p> <p><input type="checkbox"/> common area cleaning</p> <p><input type="checkbox"/> common area lighting</p> <p><input type="checkbox"/> security services</p> <p><input type="checkbox"/> bin rooms</p> <p><input type="checkbox"/> child minding facilities</p> <p><input type="checkbox"/> staff toilets</p> <p><input type="checkbox"/> other <i>[please specify]</i></p> <p><i>[Note: The tenant should ensure that the nature of the services and facilities are suitable to the tenant's requirements]</i></p> |
| 6. Other special requirements of the tenant in relation to the premises | <p><input type="checkbox"/> air control</p> <p><input type="checkbox"/> delivery access</p> <p><input type="checkbox"/> drainage</p> <p><input type="checkbox"/> floor loading</p> <p><input type="checkbox"/> wall loading</p> <p><input type="checkbox"/> other <i>[please specify]</i></p> |
| 2. Permitted use | |
| 1. Description of permitted use | <p><i>[Note: The tenant should investigate if the proposed use of the premises is permitted under planning laws]</i></p> |
| 2. Is the permitted use described in item 2.1 exclusive to the tenant? | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> |
| 3. Is there any restriction on the provision of any goods and services by the tenant? | <p><input type="checkbox"/> Yes <i>[insert details]</i></p> <p><input type="checkbox"/> No</p> |
| 4. Do the premises meet all requirements of current health, safety, building and fire legislation for the permitted use? | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Not known</p> |
| 3. Number of car parking spaces | |
| 1. Approximate total spaces | <p>spaces</p> |
| 2. Available spaces for customers of the building/centre | <p>spaces</p> |
| 3. Reserved spaces for use of the tenant only | <p>spaces</p> |

| Disclosure item | Response |
|---|---|
| 4. Head Lease | |
| 1. Is the premises under a head lease or Crown lease? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>[Note: A tenant who is a sublessee should seek independent legal advice on the security of the tenant's tenure]</i> |
| 2. If this is a Crown lease, is the Minister's consent required? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable |
| 3. Has the landlord provided a copy of the head lease or Crown lease to the tenant? | <input type="checkbox"/> Yes – attached at item 38.2 <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable |
| 4. Current term under the head lease or Crown lease and option/s to renew | <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Details of head lease as follows: Current term: Years: / / to / / Options to renew: Years: / / to / / <i>[List any options for further terms held by the landlord under the head lease]</i> |
| 5. Is the head landlord's consent to the lease required? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Do any rights or obligations of the landlord under the head lease affect the premises? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>[Insert details]</i> |
| PART 2 – TERM OF LEASE AND OPTION/S TO RENEW LEASE | |
| 5. Term of lease | |
| 1. Date lease commences (see also date of handover at item 7) | / / Actual / Estimate <i>[Insert the commencement date, or details of how the commencement date is to be ascertained, e.g. on receipt of council approval]</i> |
| 2. Length of term | Years months |
| 3. Date lease expires (based on the date indicated at item 5.1 as the date the lease commences) | / / |

| Disclosure item | Response | | | | | | | | | |
|--|---|-------------------------------------|------------------|---------------|-------|-------------------------------------|-------------------------------------|-------|-------------------------------------|-------------------------------------|
| 6. Option/s to renew lease | | | | | | | | | | |
| 1. Option/s details | <input type="checkbox"/> Not applicable <input type="checkbox"/> Options as follows <table border="1" data-bbox="794 383 1461 770"> <thead> <tr> <th data-bbox="794 383 1015 470">Length of option</th> <th data-bbox="1015 383 1238 470">Period of option</th> <th data-bbox="1238 383 1461 470">Exercise date</th> </tr> </thead> <tbody> <tr> <td data-bbox="794 470 1015 607">years</td> <td data-bbox="1015 470 1238 607">/ / to / / Actual/Estimate</td> <td data-bbox="1238 470 1461 607">/ / to / / Actual/Estimate</td> </tr> <tr> <td data-bbox="794 607 1015 770">years</td> <td data-bbox="1015 607 1238 770">/ / to / / Actual/Estimate</td> <td data-bbox="1238 607 1461 770">/ / to / / Actual/Estimate</td> </tr> </tbody> </table> <p data-bbox="794 770 1461 831"><i>[List all options to renew lease]</i></p> <p data-bbox="794 831 1461 981"><i>[Note: an option to renew a lease must be exercised in the manner specified in the lease and given to the landlord on or before the last day stated in the option clause of the lease]</i></p> <p data-bbox="794 981 1461 1041">How option is to be exercised</p> <p data-bbox="794 1041 1461 1167"><i>[Describe the method by which the tenant must exercise the option to renew the lease, e.g. in writing, orally]</i></p> | Length of option | Period of option | Exercise date | years | / / to / / Actual/Estimate | / / to / / Actual/Estimate | years | / / to / / Actual/Estimate | / / to / / Actual/Estimate |
| Length of option | Period of option | Exercise date | | | | | | | | |
| years | / / to / / Actual/Estimate | / / to / / Actual/Estimate | | | | | | | | |
| years | / / to / / Actual/Estimate | / / to / / Actual/Estimate | | | | | | | | |
| PART 3 – WORKS, FITOUT AND REFURBISHMENT | | | | | | | | | | |
| 7. Date of handover | | | | | | | | | | |
| 7.1 Date of handover on which premises will be available for occupation or fitout (if different to the date the lease commences indicated at item 5.1) | / / Actual / Estimate <i>[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]</i> | | | | | | | | | |
| 8. Landlord’s works | | | | | | | | | | |
| 1. Description of works to be carried out by the landlord before the date lease commences (exclude any works that form part of the tenant’s fit out at item 9) | | | | | | | | | | |

| Disclosure item | Response |
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| <p>2. Is the tenant required to contribute towards the cost of any of the landlord's finishes, fixtures, fittings, equipment, or services?</p> | <p>See Lease clauses 5.1-5.3, 5.5 & Schedule 2 and lease clauses 7.1, 7.6 & 9.1</p> <ul style="list-style-type: none"> • As part of the operating expenses for repair and maintenance of the common areas (including car parks, signs and furniture) and buildings in centre and repair and maintenance of landlord's air conditioning plant and equipment, fire fighting and prevention system, security equipment and other plant and equipment in the centre/building • Repair and maintenance of premises and landlord's plant and equipment in premises during term including replace and repair worn out, faulty, damaged or broken electrical fixtures and fittings and broken, cracked or damaged glass and maintain and repair plant and equipment exclusively servicing premises • See item 9.4 for details of repainting and other similar redecoration works • Tenant responsible for work of structural or capital nature required because of use or occupation of premises by tenant or where damage caused by the tenant or its employees, officers, agents, contractors, service suppliers, sublessees, licensees or invitees and other persons in premises with consent of tenant • Comply with laws relating to premises including structural works required because of use or occupation of premises by tenant. <p><i>[Note: the Act provides that any clause in a lease in respect of premises in a retail shopping centre requiring a tenant to pay costs in respect of the amortisation of capital costs in relation to the shopping centre is void (s. 12(2))]</i></p> |
| <p>3. Estimate of expected contribution by the tenant towards the costs of the landlord's works</p> | <p><i>[List items of work and costs]</i></p> <p><i>[Note: see also outgoings/operating expenses (item 13) in relation to any maintenance and repairs outgoings and sinking fund (item 16)]</i></p> |
| <p>9. Tenant's fitout works</p> | |
| <p>1. Fitout works to be carried out by the tenant (excluding the landlord's works at item 8)</p> | |
| <p>2. Is the landlord providing any contribution towards the cost of the tenant's fitout?</p> | <p><input type="checkbox"/> Yes - <i>[insert details of landlord's contribution, including any amortisation arrangements]</i></p> <p><input type="checkbox"/> No</p> |

| Disclosure item | Response |
|---|---|
| 3. Does the landlord have requirements as to the quality and standard of shop front and fitout | <input checked="" type="checkbox"/> Yes Fitout works are to be carried out in a good and workmanlike manner using suitably qualified, experienced and registered contractors and new and good quality materials, all to the landlord's reasonable satisfaction and all relevant authorities. Tenant is to pay for all alterations to premises or centre/building required as a result of fitout works. All of landlord's costs associated with reviewing, inspecting and, where necessary, supervising the fitout, including architect's and engineers fees, are payable by the tenant on demand. <input type="checkbox"/> No |
| 4. Are there any requirements for the tenant to refurbish or refit the premises during the term or at the end of the term of the lease? | <input checked="" type="checkbox"/> Yes <ul style="list-style-type: none"> • Lease clause 7.4 – tenant is to repaint previously painted surfaces and redecorate all parts of premises so decorated at times as reasonably required by landlord (but not more than every 5 years) and immediately prior to end of lease. • Lease clause 10.1 – immediately prior to the end of the lease, the tenant is to reinstate premises to condition before any works made by tenant; make good all damage to floor coverings including, if required by landlord, replacing the damaged floor covering or, at the option of the landlord, the tenant is to remove all floor coverings and return the floor to a clean and even surface; strip walls back to bare surface, remove any suspended ceiling if required by the landlord, remove any roof penetrations made by tenant, ensure plant and equipment in sound working order and condition. <input type="checkbox"/> |
| PART 4 – RENT | |
| 10. Annual base rent | |
| 1. Starting annual base rent (i.e. when the lease commences) | \$ Including GST/Excluding GST |
| 2. Rent free period | <i>[Describe any rent free period]</i> |
| 3. Date of rent commencement | / / |
| 4. How rent payments are to be made | By equal monthly payments in advance on first day of each month, other than the first and last payments which are to be calculated on a pro-rata basis according to the number of days in the relevant month. |

| Disclosure item | Response | |
|--|---|-------------------|
| 5. Is there provision for abatement of rent on damage or destruction of the premises? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No See lease clause 14.1(b) – (d): If centre/building damaged or destroyed so that tenant’s use of premises is substantially adversely affected, rent proportionately reduced according to loss of amenity caused by damage or destruction. Reduction does not apply if insurance money not payable as a result of act or omission of tenant or its employees, officers, agents, contractors, service suppliers, sublessees, licensees and invitees and other persons on premises with tenant’s consent. | |
| 11. Rent adjustment (rent review) | | |
| 11.1 Rent adjustment date/s and adjustment method | <i>[Insert a list of all rent adjustment dates and adjustment methods, e.g. fixed increase by ####%, fixed increase by \$###, market rent, indexed to CPI]</i> | |
| | Review date | Adjustment method |
| | | |
| | | |
| | | |
| | | |
| 12. Rent based on turnover | | |
| 12.1 Is rent based on turnover payable by the tenant? | <input type="checkbox"/> Yes – <i>[Insert method of calculation for turnover rent]</i> <input checked="" type="checkbox"/> No <i>[Note: If any part of the tenant’s rent is calculated by reference to the turnover of the tenant’s business, the Act provides that the tenant must elect in writing on the form titled:</i> Notice of Election that Rent be Determined by Reference to Turnover (Form 2 of the Commercial Tenancy (Retail Shops) Agreements Regulations 1985) to make those payments (s. 7). <i>The tenant should understand the full implications of this method of rent calculation, which includes a requirement that the tenant disclose its trading figures to the landlord. The tenant is encouraged to seek independent legal and accounting advice]</i> | |
| PART 5 – OUTGOINGS/OPERATING EXPENSES | | |
| <i>[Note: The Act provides that a tenant cannot be required to contribute to the landlord’s operating expenses related to extended trading hours unless the tenant chooses to open during those hours (s. 12(1)(c))]</i> | | |
| 13. Contribution by tenant towards the landlord’s outgoings/operating expenses | | |

| Disclosure item | Response |
|---|---|
| 2. Estimated tenant contribution to outgoings/operating expenses for the building/centre | \$ |
| PART 6 – OTHER COSTS | |
| 15. Advertising and promotional costs | |
| 1. Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Tenant's contribution to advertising and promotional costs per annum | <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Yes – contribution per annum is \$ Actual/Estimate <input type="checkbox"/> Yes – contribution per annum is % of the rent (excluding GST) payable from time to time <input type="checkbox"/> Yes – <i>[Insert details of tenant's contribution per annum and how this is determined]</i> |
| 3. Landlord's contribution to advertising and promotional costs per annum | Nil |
| 4. Does the tenant have any input into how the marketing and promotional fund is used? | No |
| 16. Sinking fund for repairs and maintenance | |
| 1. Is the tenant required to contribute towards a sinking fund for repairs or maintenance for the building/centre? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Tenant's contribution to sinking fund for repairs or maintenance per annum | <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Yes – contribution per annum is \$ Actual/Estimate <input type="checkbox"/> Yes – contribution per annum is % of the rent (excluding GST) payable from time to time <input type="checkbox"/> Yes – <i>[Insert details of tenant's contribution per annum and how this is determined]</i> |
| 17. Other monetary obligations and charges | |

| Disclosure item | Response |
|---|--|
| <p>1. Outline any costs, arising under the lease, including upfront costs or other costs not part of outgoings/operating expenses and not referred to elsewhere in this disclosure statement</p> | <p><input checked="" type="checkbox"/> costs following default</p> <p><input checked="" type="checkbox"/> legal costs (as permitted by the Act)</p> <p><input checked="" type="checkbox"/> interest on outstanding moneys</p> <p><input checked="" type="checkbox"/> grease trap cleaning</p> <p><input checked="" type="checkbox"/> pre-payment of rent or operating expenses</p> <p><input checked="" type="checkbox"/> after hours security</p> <p><input checked="" type="checkbox"/> after hours air conditioning</p> <p><input checked="" type="checkbox"/> wet waste removal</p> <p><input checked="" type="checkbox"/> other <i>[please specify]</i></p> <ul style="list-style-type: none"> • on market review, one half of costs of single valuer and all of costs of tenant's own valuer (Lease clause 4.8) • charges for services including meter rents (Lease clause 5.6) • Landlord's costs arising from works (Lease clause 5.7) • GST (Lease clause 5.8) • tenant's insurances for public liability for minimum cover of \$20 million, damage to tenant's property, plate and other glass, burglary and property damage from unauthorised entry and other insurances reasonably specified by landlord or required by law (Lease clause 6.1) • indemnities by tenant (Lease clause 6.2) • tenant to repair, make good damage, remove graffiti, maintain tenant's signs, clean, clear blockages, control pests, remediate contamination (Lease clauses 7.1, 7.2 & 7.3 & 7.5) • landlord's managing agents costs re subletting and assignment (Lease clause 11.8) • damages on termination for tenant's default (Lease clause 13.5) |
| <p>2. Compulsory contributory membership of Tenants' Association</p> | <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p>Date on which contributions to commence:</p> |
| <p>PART 7 – ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)</p> | |
| <p>18. Alteration works</p> | |
| <p>18.1 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/s?</p> | <p><input type="checkbox"/> Yes – <i>[Insert details of proposed works]</i></p> <p><input type="checkbox"/> No</p> |

| Disclosure item | Response |
|---|---|
| 19. Orders of statutory or local authorities | |
| 19.1 Are there any outstanding orders of a statutory authority or a local government affecting the premises? | <p><i>[Select one of the following and provide details]</i></p> <p><input type="checkbox"/> Yes – <i>[Insert details]</i></p> <p><input type="checkbox"/> No</p> |
| | <p><i>[Note: the tenant should make enquiries with the local government and statutory authorities relating to all regulations and proposed or approved alterations to the centre/building or the neighbourhood, including changes of zoning, roads, other centres etc.]</i></p> |
| 20. Clause/s in lease dealing with relocation, demolition and destruction | |
| 1. Clause/s in lease providing for relocation of the tenants | Not applicable |
| 2. Clause/s in lease which provide/s for the total or partial demolition or destruction of the premises or building/centre | Clause 14.1 of the lease |
| PART 8 – TRADING HOURS | |
| <i>[Note: The Act provides that any provision in a lease which requires a tenant to open at specified hours or times is void (s. 12C).]</i> | |
| 21. 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. |
| 22. Tenant access to premises outside core trading hours | |
| 22.1 Is the tenant permitted to access the premises and building/centre outside the core trading hours? | <p><input type="checkbox"/> Yes - <i>[provide details including cost of access]</i></p> <p><input type="checkbox"/> No</p> |
| PART 9 – RETAIL SHOPPING CENTRE DETAILS | |
| <i>[This Part must be completed only if the premises are in a retail shopping centre as defined in the Act (s. 3(1))]</i> | |
| 23. Retail shopping centre details | |
| 1. Total number of shops | shops |

| Disclosure item | Response |
|---|--|
| 2. Number of shops leased/occupied | <i>[Insert details for shops owned by the landlord]</i> Leased <ul style="list-style-type: none"> • Number occupied – • Number unoccupied – Number unleased |
| 3. Total lettable area of the centre (in m ²) | m ² Actual/Estimate |
| 24. Major/anchor tenants | |
| 24.1 Major/anchor tenants and lease expiry dates | <i>[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]</i> |
| 25. Floor plan and tenancy mix | |
| 1. Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants | Attached as per item 39.1 |
| 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 |
| 26. Customer traffic flow information | |
| 26 Does the landlord collect customer traffic flow information? | <input type="checkbox"/> Yes - attached as per item 39.2 <input type="checkbox"/> No |
| 27. Use of common areas | |
| 27.1 Are common areas able to be used for trading? | <input type="checkbox"/> Yes - <i>[insert details of basis upon which trading permitted]</i> <input type="checkbox"/> No |
| 28. Casual mall licensing for common areas | |
| 28.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice? | <input type="checkbox"/> Yes - casual mall licensing policy attached as per item 39.3 <input type="checkbox"/> No |
| PART 10 – GROUP OF PREMISES | |
| <i>[This Part must be completed only if the premises are in a group of premises that are not classed as a retail shopping centre as defined by the Act (s. 3(1))]</i> | |
| 29. Details of group of premises | |
| 1. Total number of premises | premises |

| Disclosure item | Response |
|---|---|
| 2. Number of premises in group leased/occupied | <p><i>[Insert details for premises owned by the landlord]</i></p> <p>Leased</p> <ul style="list-style-type: none"> • Number occupied – • Number unoccupied – <p>Number unleased</p> |
| 3. Total lettable area of the group of premises (in m ²) | <p style="text-align: center;">m²</p> <p>Actual/Estimate</p> |
| PART 11 – OTHER DISCLOSURES | |
| 30. Other disclosures | |
| 30.1 Are there any current legal proceeding in relation to the lawful use of the premises or building/centre | <p><input type="checkbox"/> Yes - <i>[provide details]</i></p> <p><input type="checkbox"/> No</p> |
| 31. Representations by landlord | |
| 31.1 Any other representations by the landlord or the landlord's agent | <i>[Landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]</i> |
| 32. Representations by the tenant | |
| 32.1 Any other representations by the tenant or the tenant's agent | <i>[Landlord to insert details of any other oral or written representations made by the tenant or the tenant's agent]</i> |
| 33. Other agreements | |
| 33.1 Any other agreements between the tenant and the landlord | <i>[Insert details of any other agreements between the tenant and the landlord]</i> |
| PART 12 – LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE | |
| 34. Acknowledgements by landlord | |
| <p>By signing this disclosure statement, the landlord confirms and acknowledges that:</p> <ul style="list-style-type: none"> • 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; and • this disclosure statement reflects all agreements that have been made by the parties; and • the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business. | |
| <p>Warnings to landlord when completing this disclosure statement:</p> <ul style="list-style-type: none"> • The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete. | |
| 35. Landlord's signature | |
| 1. Name of landlord | <i>[Insert name of the landlord]</i> |
| 2. Signed by the landlord or the landlord's agent for and on behalf of the landlord | |

| Disclosure item | Response |
|--|---|
| 3. Name of landlord's authorised representative or landlord's agent | <i>[Insert name of the person signing with the authority of the landlord]</i> |
| 4. Date | / / |
| PART 13 – TENANT ACKNOWLEDGEMENTS AND SIGNATURE | |
| 36. Acknowledgements by tenant | |
| By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement. | |
| <p>Warnings to tenant:</p> <ul style="list-style-type: none"> • Before signing any offer to lease, lease or associated document the tenant should ensure that it fully understands this disclosure statement, the form of lease and the operating expenses budget and that the tenant has negotiated any change that it wishes to make; • Signing any of the above documents is legally binding on the tenant. | |
| <p>Before entering into a lease, tenants should consider these key questions:</p> <ul style="list-style-type: none"> • Does the planning authority allow your proposed use for the premises under planning law? • Is the security of your occupancy right affected by: <ul style="list-style-type: none"> • mortgages, charges or encumbrances granted by the landlord? • rights and obligations under a head lease? • Do the premises comply with all requirements of building and safety legislation? Are 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 existing structures, fixtures, plant and equipment in good working order? • Is the tenant 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 course of the lease? - see item 25.2 ? • Who is responsible for building defects? • Who is responsible for maintenance, insurance, repairing or replacing finishes, fixtures and fittings, equipment and services? | |
| 37. Tenant's signature | |
| It is important that a tenant seek independent legal and financial advice before entering into a lease. | |
| 1. Name of tenant | <i>[Insert name of the tenant]</i> |
| 2. Signed by the tenant or for and on behalf of the tenant | |
| 3. Name of tenant's authorised representative | <i>[Insert name of the person signing with the authority of the tenant]</i> |
| 4. Date | / / |

| Disclosure item | Response |
|--|---|
| PART 14 – ATTACHMENTS | |
| 38. List of attachments | |
| 1. Plan of premises (see item 1.2) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 2. Head lease or Crown lease (see item 4.2) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 3. Annual estimate of expenditure (outgoings/operating expenses) (see item 14) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 4. Additional attachments | <i>[List of any additional attachments]</i> |
| 39. List of attachments – retail shopping centre | |
| <i>[This item must be completed only if the premises are in a retail shopping centre as defined by the Act (s. 3(1))]</i> | |
| 1. Floor plan (see item 25.1) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 2. Customer traffic flow statistics (see item 26.1) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 3. Casual mall licensing policy (see item 28.1) | <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable |
| 4. Additional attachments relating to the retail shopping centre | <i>[Insert list of any additional attachments relating to the retail shopping centre]</i> |
| <p>This disclosure statement is not complete unless it is accompanied by –</p> <ul style="list-style-type: none"> • a copy of the form of lease • the current year’s annual estimates of expenditure for each item of operating expenses; and • a copy of the tenant guide (see Form 4 of the <i>Commercial Tenancy (Retail Shops) Agreements Regulations 1985</i>). | |