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| *Commercial Tenancy (Retail Shops) Agreements Act 1985*  | Section 6(4) [Reg. 4] |

**DISCLOSURE STATEMENT - FORM 1**

|  |  |
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| **Landlord** |  |
| **Tenant** |  |
| **Premises** |  |

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| **KEY DISCLOSURE ITEMS** |

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| 1 | **Annual base rent under the lease**See item 10.1 | $ \_\_\_\_\_\_\_\_\_ p.a.Including/excluding GST  |

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| **2** | **Is rent based on turnover payable by the tenant in year 1**See item 12 | 🞏 Yes 🞏 No |

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| **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 | $ \_\_\_\_\_\_\_\_\_\_ p.a.Including/excluding GST |

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| **4** | **Term of the lease**See item 5.2 | \_\_\_\_\_ years \_\_\_\_\_ months |

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| **5** | **Commencement date is**  See item 5.1 | \_\_\_\_ /\_\_\_\_/20\_\_\_\_ Actual/estimated*[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]* |

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| **6** | **Handover date is**See item 7.1 | \_\_\_\_ /\_\_\_\_/20\_\_\_\_ Actual/estimated*[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]* |

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| **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 | 🞏 Yes ‑ see item 6.1🞏 No |

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| **8** | **Does the lease provide the tenant with exclusivity in relation to the permitted use of premises**See item 2.2 | 🞏 Yes 🞏 No |

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| *Commercial Tenancy (Retail Shops) Agreements Act 1985*  | Section 6(4) [Reg. 4] |

**DISCLOSURE STATEMENT - FORM 1 - CONTINUED**

**CONTENTS**

Part 1 Premises

Part 2 Lease term and option/s to renew lease

Part 3 Works, fitout 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

|  |  |
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| **PART 1 — PREMISES** |  |
| **1 Premises details** |  |
| * 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]*

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| * 1. Plan of premises (if available)

*[Insert description of premises by reference to a prepared plan.]*

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 | *Attach the plan to this disclosure statement at item 38.1* |
| * 1. Lettable area of the premises (in m2)

New premises ‑ approximately m2Existing premises - certified at m2Will a survey be conducted?🞏 Yes 🞏 No |  |
| * 1. 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)

*[Select as appropriate]*

|  |  |
| --- | --- |
| 🞏 air conditioning🞏 plastered walls🞏 cool room/freezer🞏 shop front🞏 floor coverings🞏 sink🞏 grease trap🞏 sprinklers🞏 hot water service🞏 suspended ceilings🞏 lighting | 🞏 telephone🞏 mechanical exhaust🞏 water supply 🞏 painted walls🞏 waste🞏 electrical distribution load (3 phase)🞏 electrical distribution load (single phase)🞏 separate utility meter — gas🞏 separate utility meter — water🞏 separate utility meter — electricity🞏 other *[Please specify]* |
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| * 1. Services and facilities provided by the landlord for the benefit of the premises

*[Select as appropriate]*

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| --- | --- |
| 🞏 tenancy cleaning 🞏 common area cleaning🞏 common area lighting🞏 security services | 🞏 bin rooms🞏 child minding facilities🞏 staff toilets🞏 other *[please specify]* |
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 | ***Note****: The tenant should ensure that the nature of the services and facilities are suitable to the tenant’s requirements.* |
| * 1. Other special requirements of the tenant in relation to the premises

*[Select as appropriate]*

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| 🞏 air control🞏 delivery access🞏 drainage | 🞏 floor loading🞏 wall loading🞏 other *[please specify]* |
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| **2 Permitted use** |  |
| 2.1 Description of permitted use

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 | ***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 |  |
| 2.3 Is there any restriction on the provision of any goods and services by the tenant?🞏 Yes *[insert details]*

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🞏 No |  |
| 2.4 Do the premises meet all requirements of current health, safety, building and fire legislation for the permitted use?🞏 Yes 🞏 No🞏 Not known |  |
| **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 | ***Note****: A tenant who is a sublessee should seek independent legal advice on the security of the tenant’s tenure* |
| 4.2 If this is a Crown lease, is the Minister’s consent to the lease required?🞏 Yes 🞏 No🞏 Not applicable |  |
| 4.3 Has the landlord provided a copy of the head lease or Crown lease to the tenant?🞏 Yes 🞏 No🞏 Not applicable | *Attached at item 38.2* |
| 4.4 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]* |  |
| 4.5 Is the head landlord’s consent to the lease required?🞏 Yes 🞏 No |  |
| 4.6 Do any rights or obligations of the landlord under the head lease affect the premises?🞏 Yes *[Insert details]*

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🞏 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*[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]* |  |
| 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🞏 Not applicable 🞏 Options as follows:

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| **Length of option** | **Period of option** | **Exercise date** |
|  years |  / /20 to / /20\_\_\_*Actual/ Estimate* |  / /20 to / /20\_\_\_*Actual/ Estimate* |
|  years |  / /20 to / /20\_\_\_*Actual/ Estimate* |  / /20 to / /20\_\_\_ *Actual/ Estimate* |

*[List all options to renew lease.]* | ***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* |
| **How option is to be exercised** |
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*[Describe the method by which the tenant must exercise the option to renew the lease, e.g. in writing, orally]* |
| **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) / /20 Actual / Estimate*[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]* |  |
| **8 Landlord’s works** |  |
| 8.1 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 fitout at item 9)

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| 8.2 Is the tenant required to contribute towards the cost of any of the landlord’s finishes, fixtures, fittings, equipment, or services?See lease clause *[Insert details of tenant’s contribution.]*

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 | ***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))* |
| 8.3 Estimate of expected contribution by the tenant towards the costs of the landlord’s works*[List items of work and costs]*

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 | ***Note****: See also outgoings/ operating expenses (item 13) in relation to any maintenance and repairs outgoings and sinking fund (item 16)* |
| **9 Tenant’s fitout works** |  |
| 9.1 Fitout works to be carried out by the tenant (excluding the landlord’s works at item 8)

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| 9.2 Is the landlord providing any contribution towards the cost of the tenant’s fitout?🞏 Yes  *[insert details of landlord’s contribution, including any amortisation arrangements]*

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🞏 No |  |
| 9.3 Does the landlord have requirements as to the quality and standard of shop front and fitout?🞏 Yes *[Insert details or provide fitout guide]*

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🞏 No |  |
| 9.4 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?🞏 Yes *[Insert details of nature, extent and timing of the refurbishment or refitting requirements]*

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🞏 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]*

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| 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]*

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| 10.5 Is there provision for abatement of rent on damage or destruction of the premises?🞏 YesSee lease clause: *[Insert details]*🞏 No |  |
| **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 \_\_\_\_\_\_%, fixed increase by $\_\_\_\_\_\_\_\_\_, market rent, indexed to CPI]*

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| **12 Rent based on turnover** |  |
| 12.1 Is rent based on turnover payable by the tenant?🞏 Yes — *[Insert method of calculation for turnover rent]*

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🞏 No***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:****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).* | ***Note:*** *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* |
| **PART 5 — OUTGOINGS/OPERATING EXPENSES** |  |
| **13 Contribution by tenant towards the landlord’s outgoings/operating expenses** |  |
| 13.1 Is the tenant required to pay or contribute towards the landlord’s outgoings/operating expenses?🞏 Yes 🞏 No | ***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))* |
| 13.2 Describe any period during which the tenant is not required to pay any outgoings/operating expenses

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| 13.3 Date on which payment of outgoings/operating expenses is to commence / /20\_\_\_\_ |
| 13.4 Frequency of operating expenses payments *[Insert details of when payments are due]*

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| 13.5 Formulae for apportioning outgoings/operating expenses*[Insert formulae of how the outgoings payable by the tenant are to be apportioned]*

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See lease clauses: *[Insert details]* | ***Note****: The tenant’s proportion of operating expenses are to be no more than the “relevant proportion” determined in accordance with section 12 of the Act* |
| 13.6 Proportion of total operating expenses apportioned to the tenant (if applicable) as at the date of lease commencement

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 | ***Note****: The proportion of the total cost of operating expenses for the building/centre payable by the tenant may vary periodically* |
| **14 Outgoings/operating expenses estimates (annual) for the 12 month period \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_** |  |
| For a list of operating expenses payable by the tenant see the annual estimate of expenditure attached and the following lease clauses: *[Insert details]*

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 | *Attach a copy of the annual estimate of expenditure at item 38.3* |
| 14.1 Total outgoings/operating expenses for the building/centre: $\_\_\_\_\_\_\_\_ |  |
| 14.2 Estimated tenant contribution to outgoings/operating expenses: $ \_\_\_\_\_\_\_\_ |  |
| **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]*

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| 15.3 Landlord’s contribution to advertising and promotional costs per annum

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| 15.4 Does the tenant have any input into how the marketing and promotional fund is used? *[Insert details as to how tenant can have input]*

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| **16 Sinking fund for repairs and maintenance** |  |
| 16.1 Is the tenant required to contribute towards a sinking fund for repairs or maintenance for the building/centre?🞏 Yes 🞏 No |  |
| 16.2 Tenant’s contribution to sinking fund for repairs or maintenance 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]*

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| **17 Other monetary obligations and charges** |  |
| 17.1 Outline any costs, arising under the lease, including upfront costs or other costs not part of the outgoings/operating expenses and not referred to elsewhere in this disclosure statement |  |
| 🞏 costs following default🞏 legal costs (as permitted by the Act)🞏 interest on outstanding moneys🞏 pre‑payment of rent or operating expenses | 🞏 grease trap cleaning🞏 after hours security🞏 after hours airconditioning🞏 wet waste removal🞏 other *[please specify]* |  |
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| 17.2 Compulsory contributory membership of Tenants’ Association🞏 YesDate on which contributions to commence: / /20\_\_\_\_ 🞏 No |  |

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| **PART 7 — ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)** |  |
| **18 Alteration works** |  |
| 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?🞏 Yes — *[Insert details of the proposed works]*

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🞏 No | ***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.* |
| **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? *[Select one of the following and provide details]*🞏 Yes — *[Insert details]*

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🞏 No |
| **20 Clause/s in lease dealing with relocation, demolition and destruction** |  |
| 20.1 Clause/s in lease providing for relocation of the tenantsClause/s of the lease 🞏 Not applicable |  |
| 20.2 Clause/s in lease which provide/s for the total or partial demolition or destruction of the premises or building/centreClause/s of the lease 🞏 Not applicable |  |

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| **PART 8 — TRADING HOURS** |  |
| **21 Core trading hours relevant to the tenant** | ***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).* |
|  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?🞏 Yes  — *[Provide details including cost of access]*

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🞏 No |  |
| **PART 9 — RETAIL SHOPPING CENTRE DETAILS** | ***Note****:**This Part must be completed only if the premises are in a retail shopping centre as defined in the Act (s. 3(1))* |
| **23 Retail shopping centre details** |
| 23.1 Total number of shops: shops |
| 23.2 Number of shops leased/occupied *[Insert details for shops owned by the landlord]*Leased: • Number occupied:\_\_\_\_\_\_\_\_\_ • Number unoccupied:\_\_\_\_\_\_\_\_\_\_Number unleased:\_\_\_\_\_\_\_\_\_ |
| 23.3 Total lettable area of the centre (in m2): m2 Actual/Estimate |  |
| **24 Major/anchor tenants** |  |
| 24.1 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]*

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| **25 Floor plan and tenancy mix** |  |
| 25.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants🞏 Attached   | *Attached as per item 39.1* |
| 25.2 Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?🞏 Yes  🞏 No |  |
| **26 Customer traffic flow information** |  |
| 26.1 Does the landlord collect customer traffic flow information?🞏 Yes  🞏 No | *Attached as per item 39.2* |
| **27 Use of common areas** |  |
| 27.1 Are common areas able to be used for trading?🞏 Yes — *[insert details of basis upon which trading permitted]*

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🞏 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?🞏 Yes  🞏 No | *Casual mall licensing policy attached as per item 39.3* |
| **PART 10 — GROUP OF PREMISES** | ***Note****: 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))* |
| **29 Details of group of premises** |
| 29.1 Total number of premises: premises |
| 29.2 Number of premises in the group leased/occupied*[Insert details for premises owned by the landlord]*Leased: • Number occupied: . • Number unoccupied: .Number unleased: . |
| 29.3 Total lettable area of the group of premises (in m2): m2 Actual/Estimate |
| **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?🞏 Yes — *[provide details]*

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🞏 No |  |
| **31 Representations by landlord** |  |
| 31.1 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]*

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| **32 Representations by the tenant** |  |
| 32.1 Any other representations by the tenant or the tenant’s agent*[Landlord to insert details of any other oral or written representations made by the tenant or the tenant’s agent]*

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| **33 Other agreements** |  |
| 33.1 Any other agreements between the tenant and the landlord*[Insert details of any other agreements between the tenant and the landlord]*

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| **PART 12 — LANDLORD ACKNOWLEDGMENTS AND SIGNATURE** |
| **34 Acknowledgments 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; 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. |
|  **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. |
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| **35 Landlord’s signature** |
| 35.1 Name of landlord *[Insert name of the landlord]*

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| 35.2 Signed by the landlord or the landlord’s agent for and on behalf of the landlord

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| 35.3 Name of landlord’s authorised representative or landlord’s agent *[Insert name of the person signing with the authority of the landlord]*

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| 35.4 Date: / /20\_\_\_\_\_ |

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| **PART 13 — TENANT ACKNOWLEDGMENTS AND SIGNATURE** |
| **36 Acknowledgments by the tenant** |
|  **By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.** |
|  **Warnings to tenant:** ⦁ 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. **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?

 ⦁ 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 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 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? |
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| **37 Tenant’s signature** |
|  **It is important that a tenant seek independent legal and financial advice before entering into a lease.** |
| 37.1 Name of Tenant *[Insert name of the tenant]*

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| 37.2 Signed by the tenant or for and on behalf of the tenant

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| 37.3 Name of the tenant’s authorised representative *[Insert name of the person signing with the authority of the tenant]*

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| 37.4 Date: / /20\_\_\_\_\_  |

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| **PART 14 — ATTACHMENTS** |  |
| **38 List of attachments** |  |
| 38.1 Plan of premises (see item 1.2)🞏 Yes 🞏 Not applicable |  |
| 38.2 Head lease or Crown lease (see item 4.2)🞏 Yes 🞏 Not applicable |  |
| 38.3 Annual estimate of expenditure (outgoings/operating expenses) (see item 14)🞏 Yes 🞏 Not applicable |  |
| 38.4 Additional attachments *[List any additional attachments]*

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| **39 List of attachments — retail shopping centre** | ***Note****: This item must be completed only if the premises are in a retail shopping centre as defined by in the Act (s. 3(1))* |
| 39.1 Floor plan (see item 25.1)🞏 Yes 🞏 Not applicable |  |
| 39.2 Customer traffic flow statistics (see item 26.1)🞏 Yes 🞏 Not applicable |
| 39.3 Casual mall licensing policy (see item 28.1)🞏 Yes 🞏 Not applicable |
| 39.4 Additional attachments relating to the retail shopping centre *[List any additional attachments relating to the retail shopping centre]*

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| **This disclosure statement is not complete unless it is accompanied by —** * **a copy of the form of lease; and**
* **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 *Commercial Tenancy (Retail Shops) Agreements Regulations 1985*.**
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