



Lessor disclosure statement

In accordance with Section 22 of the *Retail Shop Leases Act 1994*, the Lessor Disclosure Statement must be provided to a prospective lessee at least seven days before a lease or agreement to lease is entered into.

In accordance with Section 22C of the *Retail Shop Leases Act 1994*, the Lessor Disclosure Statement must be provided to a prospective assignee at least seven days before an assignment is entered into (ie: before the lessor consents to the assignment).

Name of lessor:	
Name of lessee or assignee:	

To the lessee or assignee

Advice to lessees and assignees

Before signing any offer to lease or any associated document you should ensure that you fully understand all of the documents.

Prospective lessees and assignees with less than five retail establishments nationally must obtain a Legal Advice Report and a Financial Advice Report and provide these to the lessor prior to entering into a lease or an assignment of a lease. Copies of Legal Advice and

Financial Advice Reports are available from the Retail Shop Leases Registry on 07 3234 0391 or 1800 807 051 if calling from outside the Brisbane Metropolitan area or from the Department of Justice and Attorney-General website www.justice.qld.gov.au.

In any case, it is also recommended that all prospective lessees and assignees seek both legal and financial advice about the terms and conditions of the lease and the operation and viability of the proposed business.

** Note: where space is insufficient on this form please attach additional sheets and note attachments in the appropriate space.*

Lessor's disclosure

Shop and lease details

Address and description of the leased shop:			
Term of the lease:		Date the lease starts:	/ /

OR

If the premises are to be constructed or are in the course of construction or if date of commencement is not otherwise known then the provisions in the documents or the reference to the documents which determines the date of commencement are:

Are there options to renew?

Yes No

Details of any options to renew the lease:

> > >

The clauses of the lease which refer to the options to renew are:

Is the initial annual rent (other than any part thereof that may be determined as a fraction of turnover) presently known?

Yes No

If no, the method by which the amount is calculated is:

If yes, how much per annum?

Is there any rent free or reduced rent period?

Yes No

If yes, provide details:

Is the rent subject to review during the term of the lease?

Yes No

If yes, the clauses of the lease which provide for rent review are:

If yes, when is the rent reviewable?

Are the rent reviews:

Review type	Comment		Applicable review date
Market review	<input type="checkbox"/> Yes	<input type="checkbox"/> No	/ /
Based on movement in consumer price index	<input type="checkbox"/> Yes	<input type="checkbox"/> No	/ /
Fixed % increase	<input type="checkbox"/> Yes	<input type="checkbox"/> No	/ /
Other (specify):			

Is the lessee/assignee required to provide the lessor with information on turnover?

Yes No

Is turnover or percentage rent payable?

Yes No

If yes, the clauses of the lease which provide the basis of calculation are:

Is the lessee/assignee required to make payments for the lessor's outgoings?

Yes No

If yes, the clauses of the lease which define or specify the outgoings to which the lessee/assignee is to contribute are:

The clauses of the lease which set out the basis on which the lessee/assignee is required to contribute to outgoings are:

If the lessee/assignee is required to contribute a proportion or proportions of the outgoings that proportion/s as at date of commencement is:

OR

If the premises are to be constructed or are in the course of construction or are not surveyed then the lessor's estimate of the proportion/s at the date of commencement is:

The lessor's estimate of the amount per square metre that the lessee/assignee will be required to pay per annum on account of operating expenses as at the date of commencement of the lease is:

(This estimate is based upon current assessments, charges and expenses at the date hereof and while allowance has been made for normal increases in such assessments, charges and expenses the estimate does not take into account any abnormal assessments, charges or expenses or any abnormal increases in current assessments, charges and expenses.)

The lessee/assignee will be required to pay to reimburse the following categories of outgoings:

Tick if applicable	Category of Outgoings	Estimate of centres total annual liability
<input type="checkbox"/>	Administrative costs	\$ per year
<input type="checkbox"/>	Advertising and promotion	\$ per year
<input type="checkbox"/>	Air conditioning - maintenance	\$ per year
<input type="checkbox"/>	Air conditioning - operating costs	\$ per year
<input type="checkbox"/>	Body Corporate Levy (excluding expenditure of a capital nature)	\$ per year
<input type="checkbox"/>	Caretaking	\$ per year
<input type="checkbox"/>	Cleaning	\$ per year
<input type="checkbox"/>	Electricity	\$ per year
<input type="checkbox"/>	Fire Levy	\$ per year
<input type="checkbox"/>	Fire Protection	\$ per year
<input type="checkbox"/>	Insurance	\$ per year
<input type="checkbox"/>	Land Tax	\$ per year
<input type="checkbox"/>	Lifts and escalators	\$ per year
<input type="checkbox"/>	Local authority rates:	\$ per year
<input type="checkbox"/>	• cleansing	\$ per year
<input type="checkbox"/>	• general	\$ per year
<input type="checkbox"/>	• water	\$ per year
<input type="checkbox"/>	• other	\$ per year
<input type="checkbox"/>	Management	\$ per year
<input type="checkbox"/>	Repairs and maintenance	\$ per year
<input type="checkbox"/>	Security	\$ per year
<input type="checkbox"/>	Telephone	\$ per year
<input type="checkbox"/>	Wages	\$ per year
<input type="checkbox"/>	Other expenses (please specify)	\$ per year
	TOTAL	\$ per year

Is the lessee/assignee required to pay the following charges?

Stamp duty	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Registration	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Survey fees	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Mortgagee consent fees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is the lessee/assignee required to make payments to a promotions fund?

Yes No

Is the initial payment to promotions fund presently known?

Yes No

If no, the method by which the amount is calculated is:	
If yes, how much per annum?	
The date or estimated date upon which the premises will be available for fitout by the lessee is:	/ /

The lessor is required to provide the premises with the following at no charge to the lessee:		
Air conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Electrical distribution board	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lighting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Painted walls	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Plaster walls	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Shop front	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Floor coverings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Suspended ceiling	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Water supply ad waste	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other		

If the premises are in a retail shopping centre the core trading hours are:	
If the premises are not in a retail shopping centre the hours that the lessee/ assignee will be obliged to remain open for business are:	

Has the local authority approved plans for future alterations or additions to the centre?

Yes No

Identify the clauses of the lease about demolishing the leased shop:

If the lease contains a demolition clause, is it presently intended that the demolition will be commenced during the term of the lease?

Yes No

What is the permitted use of the premises?

Is the permitted use exclusive to the lessee/assignee?

Yes No

Is there a relocation clause in the lease?

Yes No

If yes, the clauses of the lease that refer to relocation are:

If yes, is it presently intended that refurbishment, redevelopment or extension works will be commenced during the term of the lease?

Please provide details of any intended conduct of the lessor (not already covered in this disclosure statement) that may impact on the lessee's/assignee's business during the term of the lease/during the remainder of the lease.

Agreements to be entered into by the lessor and the lessee in relation to the lease and the granting thereof are:

Shopping centre details *(where applicable)*

Name and address of shopping centre:	
Total number of shops currently in the shopping centre:	
Name of anchor tenant:	
Date anchor tenant's lease ends:	
Area of the shop (sqm) <i>(if constructed and surveyed):</i>	
Estimated area <i>(if constructed and surveyed):</i>	
Total lettable area of centre <i>(if constructed and surveyed)*:</i>	
Estimated total lettable area of centre <i>(if constructed and surveyed)*:</i>	

Lettable area and estimated lettable area to be determined in accordance with the Property Council of Australia 'Method of Measurement for Lettable Area' issued March 1997.

Number of parking bays available for customers of the shop:
Number of parking bays available for the lessee/assignee and the lessee/assignee's employees:
What facilities and services are provided by the lessor?

Is the lessee/assignee entitled to use any part of the common areas for trading?

Yes No

If yes, what is the basis?
The types of business currently carried on by the centre's tenants shown on the attached floor plan:

Are the types of business carried on by the centre's tenants to change during the term of the lease?

Yes No

If yes, please provide details of the proposed changes:
If the information is available, the current MAT and pedestrian traffic for the retail shopping centre is:

Is there a tenant association for the centre?

Yes No

If yes, the attachment provides information about the association, the voting rights of members, and the contributions payable by members:

This section only to be completed when a Lessor Disclosure Statement is being provided to an assignee.

Has the lessee at any time been in default or are there any unresolved retail tenancy disputes that may affect the assignee?

Yes No

If yes, provide details of defaults or unresolved retail tenancy disputes:

Lessor/lessor's agent signature

/ /

Date