

# **Leases (Commercial and Retail) Act 2001**

## **Approved form AF2003-4**

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Approved by the Chief Minister on 13 February 2003 under the *Leases (Commercial and Retail) Act 2002*, section 157A

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# **Leases (Commercial and Retail) Act 2001**

Australian Capital Territory

**Disclosure Statement (provides clear information to tenants prior to entering into a lease to ensure all terms of the tenancy are fully understood and transparent)**

## DISCLOSURE STATEMENT

### LEASES (COMMERCIAL & RETAIL) ACT 2001

#### ADVICE TO TENANTS (& SUBTENANTS)

Before signing agreements to lease or leases you should ensure you fully understand the documents. If you have any doubt you should seek independent legal advice. This document must be given to you at least 14 days before you enter into a lease unless you have waived or varied the time period. The owner is required *to tell you of the existence of the approved handbook and provide you with* a copy of the form of the proposed lease as early as practicable in the negotiations. Make sure you have these documents before you sign anything.

**This document is:**

- **not a binding agreement or an offer.**
- **important and should be kept with the lease.**

**NOTE : Where there is insufficient space on this form, please attach additional sheets.**

**SECTION 1 - GENERAL DETAILS**

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<b>Owner</b>	
<b>Premises Address/Shop No.</b>	
<b>Lettable area (approx m<sup>2</sup>)</b>	
<b>Permitted use of Premises</b>	
<b>Lease Period</b>	___/___/20__ to ___/___/20__
<b>Option Periods (if any)</b>	
<b>Date on which premises will be available for occupation by the tenant</b>	
<b>All amounts are exclusive/inclusive of GST</b>	
<b>Tenant's insurance - public liability amount</b>	
<b>Security (ie personal guarantees, bank guarantees or security bond)</b>	
<b>State Lessor's Accounting Period if not a financial year.</b>	

## SECTION 2 - RENT

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<b>Rent- State method for calculating rent:</b>  <b>Formula</b>	
<b>Rent Review Dates and method for each review</b> <b>- during the Term and any further term</b> <b>(CPI or market or fixed increase by %</b> <b>or other)</b>	<i>eg date - increase by 5%</i>

## SECTION 3 - FINISHES AND MAKE GOOD DETAILS

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<b>Owner's requirements as to quality and standard of fittings in premises</b>	
<b>Finishes, fixtures, fittings, equipment and services provided by the owner AND who is responsible to maintain, insure, repair or replace them</b>	
<b>Finishes, fixtures, fittings, equipment and services provided by the tenant and who is responsible to maintain, insure, repair or replace them</b>	
<b>Make good requirements at end of lease</b>	

## SECTION 4 - OUTGOINGS (DELETE IF NOT APPLICABLE)

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### ESTIMATED OUTGOINGS TO BE PAID BY TENANT<sup>1</sup>

<b>DETAILS OF OUTGOINGS</b>	<b>Estimate \$p.a.</b>	<b>DETAILS OF OUTGOINGS</b>	<b>Estimate \$p.a.</b>
Air Conditioning/ Ventilation		Audit fees	
Building Intelligence & Emergency Systems		Cleaning	
Car Parking		Child Minding	
Electricity		Energy Management Systems	
Fire Protection		Gardening	
Gas & Oil		Insurance	
Land Tax		Lifts and escalators	
Management Costs		General rates	
Pest Control		Provision for Maintenance	
Public Address/Music		Repairs and Maintenance	
Security		Sewerage Disposal & Sullage	
Signs		Telephones (Public)	
Uniforms		Water & Sewerage Rates and Charges	

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<sup>1</sup> These may vary during the term and are estimates to the extent reasonably determined by the owner.

<b>Additional outgoing to be borne by tenant (specified as to item and amount)</b>	
<b>Proportion of outgoing payable by tenant if tenant is not liable for the total amount. (Formula used in calculating amount.)</b>	
<b>Outgoing that may not be recovered from tenant</b>	Depreciation

**SECTION 5 - SHOPPING CENTRE DETAILS  
(DELETE IF PREMISES ARE NOT IN A SHOPPING CENTRE)**

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<b>Name of Shopping Centre</b>	
<b>Address of Shopping Centre Suburb/Town/Postcode</b>	
<b>Number of Premises in Shopping Centre</b>	
<b>Total Lettable Area of Shopping Centre (approx m<sup>2</sup>)</b>	
<b>Core trading hours (ie the times when the premises in the shopping centre are required to be open for business)</b>	
<b>Estimate of tenant's contribution to shopping centre advertising and promotion (if any)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> \$            per annum
<b>Number of carparking bays for customers</b>	
<b>Number of carparking bays for tenants</b>	

<p><b>Is there a tenants association?</b> If yes, attach details of constitution, voting rights and conditions, including contributions</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Facilities and services provided by the owner</b></p>	
<p><b>Changes or developments planned by the owner and timing of any changes or developments for:</b> <b>1. Shopping Centre</b> <b>2. Surrounding roads</b></p>	<p><b>1.</b>  <b>2.</b></p>
<p><b>Tenancy Mix</b></p>	<p>Floor plans are attached showing, in the case of a new shopping centre, the proposed tenancy mix for the centre, including the location of common areas and kiosks within the centre, and in the case of an existing shopping centre the existing and any proposed tenancy mix, and the location of common areas and kiosks within the precinct.<sup>2</sup></p>
<p><b>Tenant acknowledgement</b></p>	<p>Subject to the lease or agreement for lease, the tenant acknowledges:</p> <ul style="list-style-type: none"> <li>• the owner may grant leases and licences to other persons which may operate a business in competition with the tenant.</li> </ul>

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<sup>2</sup> These details are current to the knowledge of the owner as at the date of this disclosure statement but may change.

## SECTION 6 - DETAILS OF AGREEMENTS OR REPRESENTATIONS

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<b>Give details of any other agreements between owner and tenant, or representations made by owner or tenant (including undertakings given in relation to exclusivity or limitations on competing uses agreed between the parties)</b>	
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## SECTION 7 - DECLARATION BY OWNER

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I acknowledge that all details and statements in this Disclosure Statement are true and correct.

*Name of owner:*

*Address of owner:*

*Signature of owner or owner's representative:*

*Date:*

## SECTION 8 - DECLARATION BY TENANT

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I acknowledge receipt of this Disclosure Statement and will return it to the owner.  
This document is not binding or an offer.

*Name of tenant:*

*Address of tenant:*

*Signature of tenant or tenant's representative:*

*Date:*

*Time of receipt:*