



Australian Capital Territory

Leases (Commercial and Retail) Regulations 2002

Subordinate Law SL2002-19

The Australian Capital Territory Executive makes the following regulations under the *Leases (Commercial and Retail) Act 2001*.

Dated 25 June 2002.

JON STANHOPE
Minister

BILL WOOD
Minister



Australian Capital Territory

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1 Name of regulations

These regulations are the *Leases (Commercial and Retail) Regulations 2002*.

2 Commencement

These regulations commence on 1 July 2002.

3 Leases to which Act applies—Act, s 12 (1) (k)

The following premises are prescribed:

- (a) for the Act—premises under a lease that are used as a service station (whether referred to as a service station, motor service station or in any other way) or for a related purpose; and
- (b) for section 8 (1) (a) (iii) and section 11 (1) (a)—premises mentioned in section 12 (1) (d) to (j).

4 Leases to which Act does not apply—Act, s 12 (2) (b)

The following leases are prescribed:

- (a) agreement for lease (and subsequent lease) between P T Limited (ACN 004 454 666) and Commonwealth Funds Management Limited (ACN 052 289 442) (lessors) and Kmart Australia Limited (ACN 004 700 485) (tenant) for premises located at Westfield Shoppingtown Belconnen;
- (b) agreement for lease (and subsequent lease) between P T Limited (ACN 004 454 666) and Commonwealth Funds Management Limited (ACN 052 289 442) (lessors) and Coles Supermarkets Australia Proprietary Limited (ACN 004 189 708) (tenant) for premises located at Westfield Shoppingtown Belconnen;

- (c) a lease for any part of the land that is block 1 section 1 Division of Bruce for a term longer than 50 years granted between Calvary Hospital ACT Incorporated (lessor) and Calvary Clinic Pty Limited and any assignee or transferee of Calvary Clinic Pty Limited (tenant);
- (d) a lease (including any lease resulting from the existence of an option) of premises at block 2 section 13 Division of Phillip between Perpetual Trustee Company Limited (ACN 000 001 007) (lessor) and Coles Supermarkets Australia Proprietary Limited (ACN 004 189 708) (tenant);
- (e) a lease (including any lease resulting from the exercise of an option) of premises at block 4 section 41 Division of Griffith between Manuka Plaza Nominees Proprietary Limited (ACN 080 817 438) (lessor) and Coles Supermarkets Australia Proprietary Limited (ACN 004 189 708) (tenant);
- (f) a lease (including any lease resulting from the exercise of an option) of premises at block 4 section 41 Division of Griffith between Manuka Plaza Nominees Proprietary Limited (ACN 080 817 438) (lessor) and Liquorland Australia Proprietary Limited (ACN 007 512 414) (tenant);
- (g) a lease (including any lease resulting from the exercise of an option) of premises at blocks 9, 10 and 20 section 52 Division of Belconnen between P T Limited (ACN 004 454 666) and Commonwealth Funds Management Limited (ACN 052 289 442) (lessors) and Franklins Management Services Proprietary Limited (ACN 000 052 077) (tenant);
- (h) a lease for units described in sublease plan no 3818 and being part of block 4 section 69 Division of Lyneham for a term of the residue of the term of the Territory lease (less 1 day).

5 Included provisions—Act, s 20 (3)

The standard provisions are set out in schedule 1.

Schedule 1 Lease—standard provisions

(see reg 5)

1 Interpretation

- (1) An expression used in this lease that is not defined in the dictionary to this lease has the same meaning as in the *Leases (Commercial and Retail) Act 2001*.
- (2) Any other expression has the same meaning as in the *Legislation Act 2001*, except so far as the contrary intention appears.

2 Application of Land Titles Act 1925

The covenants, powers and provisions implied in every lease by the *Land Titles Act 1925* do not apply.

3 Term

The term of this lease is 1 month beginning on the commencement date.

4 Rent

- (1) The monthly rent begins on the commencement date.
- (2) Rent for the 1st month is payable on the commencement date.
- (3) If clause 14 (Holding over) applies, the tenant must pay the monthly rent by equal monthly instalments (and proportionately for any part of the month).
- (4) The instalments must be paid to the lessor (or as the lessor directs) in advance in full and on the same day of each month.
- (5) If there is no corresponding day in the relevant month, the monthly rent must be paid on the last day of the month.

5 Charges

The tenant agrees to pay on time all amounts payable by the tenant that are separately charged or imposed in connection with the premises or the tenant's occupation of the premises.

6 Alterations

The tenant must not make, or allow to be made, any alteration or addition to the premises (whether structural or otherwise) without the written consent of the lessor.

7 Maintenance and repairs

- (1) The tenant must, to the reasonable satisfaction of the lessor—
 - (a) keep the premises clean and in a tidy condition; and
 - (b) keep the premises and the lessor's property in good repair; and
 - (c) hand over the premises in good repair at the end of the lease (having regard to the state of repair at the commencement date).
- (2) Subclause (1) does not apply in relation to damage caused by—
 - (a) fair wear and tear; and
 - (b) fire, storm, lightning, flood or earthquake.

8 Assignments, subleases and mortgages

The tenant may assign, sublease or mortgage the tenant's interest in the premises only if the tenant has the written consent of the lessor obtained in accordance with the Act.

9 Use of premises

- (1) The tenant must comply with all laws and requirements of authorities in connection with the premises, the tenant's business carried on at the premises, the tenant's property kept at the premises and the use or occupation of the premises by the tenant.

- (2) The tenant must not—
 - (a) breach a term of the Territory lease that applies to the premises; or
 - (b) breach a term of any headlease that the lessor has told the tenant about.

10 Inspection of premises

- (1) The tenant must allow the lessor, or anyone authorised by the lessor, to enter and inspect the premises at any reasonable time.
- (2) The lessor must give the tenant reasonable notice of the lessor's intention to inspect the premises.

11 Indemnity

- (1) The tenant indemnifies the lessor against all liabilities or losses arising out of any injury to, or damage to the property of, the tenant or its employees, agents, invitees, contractors or licensees while on or entering any part of the premises.
- (2) Subclause (1) does not apply to any liability or loss caused by the lessor or the lessor's employees, agents, invitees or contractors.

12 Removal of tenant's property

- (1) The tenant must remove all the tenant's property from the premises at the end of this lease.
- (2) The tenant must repair any damage to the premises done by the tenant when removing the tenant's property.

13 Re-entry on default

The lessor may end this lease and recover possession of the whole or part of the premises if—

- (a) the rent is 1 month or more in arrears; or
- (b) the tenant is otherwise in breach of this lease.

14 Holding over

- (1) If the tenant continues to occupy the premises after 1 month after the expiry date for this lease, the tenant—
 - (a) is a monthly tenant at the monthly rent then applying; and
 - (b) occupies the premises on the conditions of this lease.
- (2) The monthly tenancy may be ended by either party by 1 month's written notice to the other given at any time.

15 Dictionary

In this lease, unless the contrary intention appears:

Act means the *Leases (Commercial and Retail) Act 2001*.

commencement date means the date this lease is entered into.

lessor's property means the property provided by the lessor under this lease.

monthly rent means the amount agreed to be paid by the tenant to the lessor each month under this lease.

premises means the premises the subject of this lease.

tenant's property means the fixtures and fittings and other property of the tenant in the premises.

Territory lease means the Crown lease of the land covered by this lease.

Endnote

Notification

Notified under the *Legislation Act 2001* on 26 June 2002.
(see www.legislation.act.gov.au)

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