

Retail Shop Leases Act 1994 (Qld) Form 7 version 5

Disclosure statement by the lessor

Lessor:	
Lessee:	
Premises:	

Key disclosure items

1. Annual base rent under the lease (see item 10.1)	\$	p.a. Including/Excluding GST
2. Is a rent based on turnover payable by the lessee in year 1? (see item 12)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Total estimated outgoings and promotion and marketing costs for the lessee in year 1 (see Part 5 and Part 6)	\$	Including/Excluding GST
4. Term of the lease (see item 5)	years	months
5. Estimated commencement date of the lease (see item 5.1)	/	/20
6. Estimated handover date of the premises (see item 7.1)	/	/20
7. Does the lessee have an option to renew for a further period? (see item 6)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Does the lease provide the lessee with exclusivity in relation to the permitted use of the premises? (see item 2.2)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 1 PREMISES

1 Premises details

1.1 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]		
1.2 Plan of premises (if available) [Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1]		
1.3 Lettable area of premises Will a survey be conducted?	m ² Actual/Estimate <input type="checkbox"/> Yes <input type="checkbox"/> No	
1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the lessor (excluding any works, fit out and refurbishment described in Part 3) [Select as appropriate]		
<input type="checkbox"/> air conditioning <input type="checkbox"/> cool room <input type="checkbox"/> floor coverage <input type="checkbox"/> grease tap <input type="checkbox"/> hot water service <input type="checkbox"/> lighting <input type="checkbox"/> mechanical exhaust <input type="checkbox"/> painted walls	<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"/> plastered walls	<input type="checkbox"/> shop front <input type="checkbox"/> sink <input type="checkbox"/> sprinklers <input type="checkbox"/> suspended ceilings <input type="checkbox"/> telephone <input type="checkbox"/> water supply <input type="checkbox"/> waste <input type="checkbox"/> other
1.5 Services and facilities provided by the lessor for the benefit of the premises (for example, security services, cleaning)		

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2 Permitted use

2.1 Description of permitted use

[Note: The lessee 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 lessee?

☐ Yes ☐ No

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 lessee only

spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease?

☐ Yes ☐ No

4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?

☐ Yes—attached as per item 33.2
☐ No ☐ Not applicable

4.3 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 lessor under the head lease];

4.4 Is the head lessor's consent to the lease required?

☐ Yes ☐ 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

5.2 Length of term

years months

5.3 Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)

/ /20

6 Option/s to renew lease

6.1 Option/s details

☐ No options to renew lease ☐ Options as follows:

Length of option

Period of option

Exercise date

years

/ /20 to / /20

Actual/Estimate

/ /20 to / /20

years

/ /20 to / /20

Actual/Estimate

/ /20 to / /20

[List all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover	
7.1 Date of handover (if different to the date the lease commences indicated at item 5.1)	/ /20 Actual/Estimate
8 Lessor's works	
8.1 Description of works to be carried out by the lessor before the date the lease commences [Exclude any works that form part of the lessee's fit out at item 9]	
8.2 Estimate of expected contribution by the lessee towards the cost of the lessor's work [See also outgoings (item 14) in relation to any maintenance and repair outgoings]	\$
9 Lessee's fit out works	
9.1 Fit out works to be carried out by the lessee (excluding the lessor's works at item 8)	
9.2 Is the lessor providing any contribution towards the cost of the lessee's fit out?	<input type="checkbox"/> Yes [Insert details of lessor's contribution] <input type="checkbox"/> No
9.3 Does the lessor have requirements as to the quality and standard of shop front and fit out?	<input type="checkbox"/> Yes [Insert details or provide fit out guide] <input type="checkbox"/> 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]	
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]	
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 X%, fixed increase by \$X, current market rent, indexed to CPI]	
12 Rent based on turnover	
12.1 Is a rent based on turnover payable by the lessee? (Note: The lease must specify the method by which a rent based on turnover is to be determined.)	<input type="checkbox"/> Yes <input type="checkbox"/> No [Insert method of calculating the turnover rent]
12.2 If a rent based on turnover is not required to be paid, does the lessor require the lessee to provide details of turnover?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART 5 OUTGOINGS

13 Contribution by lessee towards lessor's outgoing

13.1 Is the lessee required to pay or contribute towards the lessor's outgoing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.2 Describe any period during which the lessee is not required to pay outgoing	
13.3 Date on which payment of outgoing is to commence:	/ / 20
13.4 Formula for apportioning outgoing [Insert formula on how outgoing payable by lessee are to be apportioned]	

14 Outgoing estimates (annual) for the 12 month period

Outgoing estimates	/ / 20 to / / 20
[State which of the following are payable by the lessee. The lessor may be prevented by the Retail Shop Leases Act 1994 from claiming certain costs.] Estimate (including GST) per annum for the building/centre	
14.1 Administration	
• Administration costs (excluding management fees and wages): \$	• Audit fees: \$ • Management fees: \$
14.2 Air conditioning/temperature control	
• air conditioning maintenance: \$	• air conditioning operating costs: \$
14.3 Building/centre management	
• Body corporate/strata levies: \$ • Building intelligence services: \$ • Customer traffic flow services: \$	• Energy management services: \$ • Gardening and landscaping: \$ • Insurance: \$ • Pest control: \$ • Ventilation: \$
14.4 Building/centre security	
• Caretaking: \$ • Emergency systems: \$	• Fire levy: \$ • Fire protection: \$ • Security services: \$
14.5 Cleaning	
• Cleaning consumables: \$	• Cleaning costs (excluding consumables) \$
14.6 Communications	
• Post boxes: \$	• Public telephones: \$
14.7 Customer facilities	
• Car parking: \$ • Child minding: \$	• Escalators: \$ • Lifts: \$ • Uniforms: \$
14.8 Customer information services	
• Information directories: \$	• Public address/music: \$ • Signage: \$
14.9 Government rates and charges (Note: Under section 7 of the Retail Shop Leases Act 1994, lessor's outgoing do not include land tax payable on the land on which the centre or building is situated.)	
• Local government rates and charges: \$	• Water, sewerage and drainage rates and charges: \$
14.10 Repairs (Note: Under section 7 of the Retail Shop Leases Act 1994, lessor's outgoing do not include expenditure of a capital nature, including the amortisation of capital costs.)	
• Repairs and maintenance: \$	• Sinking fund for repairs and maintenance: \$

14.11 Utility services		
• Electricity: \$	• Oil: \$	• Water: \$
• Gas: \$		
14.12 Waste management		
• Sewerage disposal: \$	• Waste collection and disposal: \$	
14.13 List any other outgoings		
\$	\$	\$
14.14 Total outgoings for the building/centre:	\$	
14.15 Formula for determining lessee's share of the total outgoings for the building/centre:		
14.16 Estimated lessee contribution to outgoings:	\$	

PART 6 OTHER COSTS

15 Advertising and promotional costs	
15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.2 Lessee's contribution to advertising and promotional costs per annum	
<input 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—[Insert details of lessee's contribution per annum and how this is determined]	
16 Other monetary obligations and charges	
16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: [e.g. interest, legal costs and any costs payable under section 48(2) of the Retail Shop Leases Act 1994.]	

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17 Alteration works	
17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?	<input type="checkbox"/> Yes [Insert details of the proposed works] <input type="checkbox"/> No
18 Clauses in lease dealing with relocation and demolition works	
18.1 Clause(s) in lease providing for relocation of lessee	<input type="checkbox"/> Clause(s) of the lease <input type="checkbox"/> Not applicable
18.2 Clause(s) in lease providing for demolition of the premises or building/centre	<input type="checkbox"/> Clause(s) of the lease <input type="checkbox"/> Not applicable

PART 8 TRADING HOURS

19 Core trading hours relevant to the lessee

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Public holidays
am	am	am	am	am	am	am	am
to	to	to	to	to	to	to	to
pm	pm	pm	pm	pm	pm	pm	pm

20 Lessee access to premises outside core trading hours

20.1 Is the lessee permitted to access the premises and building/centre outside core trading hours?	<input type="checkbox"/> Yes [Provide details including cost of access] <input type="checkbox"/> No
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PART 9 RETAIL SHOPPING CENTRE DETAILS

[Note: This Part must only be completed if the premises are in a retail shopping centre as defined in section 8 of the Retail Shop Leases Act 1994]

21 Retail shopping centre details

21.1 Total number of shops	shops
21.2 Gross lettable area of the centre	m ² Actual/Estimate

22 Annual turnover of the shopping centre

22.1 Annual estimated turnover (where collected)	\$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	\$ <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST
22.2 Annual estimated turnover by specialty shops per m2 (where collected)		
Food \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	Non-food \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	Services \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST

23 Major/anchor tenants

23.1 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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24 Floor plan and tenancy mix

24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants	<input type="checkbox"/> Attached as per item 34.1
24.2 Does the lessor assure the lessee that the current tenant mix will not be altered by the introduction of a competitor?	<input type="checkbox"/> Yes <input type="checkbox"/> No

25 Customer traffic flow information

25.1 Does the lessor collect customer traffic flow information?	<input type="checkbox"/> Yes—attached as per item 34.2 <input type="checkbox"/> No
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26 Casual mall licensing for common areas

26.1 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 34.3 <input type="checkbox"/> No
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PART 10 OTHER DISCLOSURES

27 Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?	<input type="checkbox"/> Yes [provide details] <input type="checkbox"/> No
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28 Representations by lessor

28.1 Any other representations by the lessor or the lessor's agent [lessor to insert details of any other oral or written representations made by the lessor or the lessor's agent]
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PART 11 LESSOR ACKNOWLEDGEMENTS AND SIGNATURE

29 Acknowledgements by lessor

By signing this disclosure statement, the lessor confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the lessor and the lessor's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the lessor has not knowingly withheld information which is likely to have an impact on the lessee's proposed business.

Warnings to lessor when completing this disclosure statement:

- The lessee may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30 Lessor's signature

30.1 Name of lessor [insert name of lessor]	
30.2 Signed by the lessor or the lessor's agent for and on behalf of the lessor	
30.3 Name of the lessor's authorised representative or lessor's agent [insert name of person signing with the authority of the lessor]	
30.4 Date	/ /20

PART 12 LESSEE ACKNOWLEDGEMENTS AND SIGNATURE

31 Acknowledgements by the lessee

By signing this disclosure statement, the lessee confirms and acknowledges that the lessee received this disclosure statement.

Before entering into a lease, lessees 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 lessor?
 - rights and obligations under a head lease
- Do the premises comply with building and safety regulations? 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 lessor require you to refurbish the premises regularly or at the end of the lease?
- Can the lessor 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 term of the lease? (see item 24.2)

32 Lessee's signature

It is important that a lessee seek independent legal and financial advice before entering into a lease.

32.1 Name of lessee [insert name of lessee]	
32.2 Signed by the lessee or for and on behalf of the lessee	
32.3 Name of the lessee's authorised representative [insert name of person signing with the authority of the lessee]	
32.4 Date	/ /20

PART 13 ATTACHMENTS

33 List of attachments

33.1 Plan of premises (see item 1.2)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
33.2 Head lease or Crown lease (see item 4.2)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
33.3 Additional attachments [list of any additional attachments]	

34 List of attachments—retail shopping centre

[This item must be completed only if the premises are in a retail shopping centre as defined in section 8 of the Retail Shop Leases Act 1994.]

34.1 Floor plan (see item 24.1)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
34.2 Customer traffic flow statistics (see item 25.1)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
34.3 Casual mall licensing policy (see item 26.1)	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
34.4 Additional attachments relating to the retail shopping centre [list of any additional attachments]	