



DISCLOSURE STATEMENT - FORM 1

<b>Landlord</b>	Town of Victoria Park
<b>Tenant</b>	Perth Basketball Association Inc.
<b>Premises</b>	Part of 248 Gloucester Street, East Victoria Park 24sqm area

KEY DISCLOSURE ITEMS

<b>1 Annual base rent under the lease</b> See item 10.1	\$ 4,200 p.a. excluding GST
<b>2 Is rent based on turnover payable by the tenant in year 1</b> See item 12	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>3 Total estimated outgoings/operating expenses, promotion and marketing costs and contributions to sinking fund for the tenant in year 1</b> See Item 14.2 and Part 6	\$1159.17 excluding GST
<b>4 Term of the lease</b> See item 5.2	<p>5 Years</p> <p>The tenant may terminate the lease upon the second anniversary after the execution of the lease by providing no less than 30 days' notice. The tenant may also terminate the lease upon the fourth anniversary by providing no less than 30 days' notice.</p>
<b>5 Commencement date is</b> See item 5.1	<p>Upon execution of the lease document by all parties</p> <p>Actual</p> <p><i>[Insert the commencement date, or details of how the commencement date is to be determined, e.g. on receipt of council approval]</i></p>
<b>6 Handover date is</b> See item 7.1	<p>Upon execution of the lease document by all parties</p> <p>estimated</p> <p><i>[Insert the handover date, or details of how the handover date is to be determined, e.g. on receipt of council approval]</i></p>
<b>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)</b> See item 6	<input type="radio"/> Yes - see item 6.1 <input checked="" type="radio"/> No
<b>8 Does the lease provide the tenant with exclusivity in relation to the permitted use of premises</b> See item 2.2	<input type="radio"/> Yes <input checked="" type="radio"/> No

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DISCLOSURE STATEMENT - FORM 1 - CONTINUED

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**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]*

*Leisurelife Café, part of the Leisurelife Centre located at 248 Gloucester Street, East Victoria Park WA 6101*

1.2 Plan of premises (if available)

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

Portion comprising an area of approximately 24m<sup>2</sup> of

- (a) Lot 25 on Plan 3844 being the whole of the land in Certificate of Title Volume 728 Folio 16.
- (b) Lot 1 on Diagram 7170 being the whole of the land in Certificate of Title Volume 928 Folio 154.
- (c) Lot 2 on Diagram 7170 being the whole of the land in Certificate of Title Volume 1243 Folio 266.
- (d) Lot 3 on Diagram 7170 being the whole of the land in Certificate of Title Volume 920 Folio 171.
- (e) Lot 4 on Diagram 6670 being the whole of the land in Certificate of Title Volume 1012 Folio 455.
- (f) Lot 3 on Diagram 6670 being the whole of the land in Certificate of Title Volume 1014 Folio 412.
- (g) Lot 3 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1397 Folio 245.
- (h) Lot 2 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1045 Folio 168.
- (i) Lot 1 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1045 Folio 167.
- (j) Lot 12 on Diagram 5825 being the whole of the land in Certificate of Title Volume 1436 Folio 581.

*Attach the plan to this disclosure statement at item 38.1*

1.3 Lettable area of the premises (in m<sup>2</sup>)  
 New premises - approximately \_\_\_\_\_ m<sup>2</sup>  
 Existing premises - certified at approx 24 m<sup>2</sup>  
 Will a survey be conducted?  
 Yes     No

1.4 Existing structures, fixtures, plant and equipment in the premises provided by the landlord at the cost of the landlord (excluding any works, fit out and refurbishment described in Part 3)

*[Select as appropriate]*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> air conditioning  | <input type="checkbox"/> telephone   |
| <input checked="" type="checkbox"/> plastered walls   | <input checked="" type="checkbox"/> mechanical exhaust                     |
| <input checked="" type="checkbox"/> cool room/freezer | <input checked="" type="checkbox"/> water supply                           |
| <input checked="" type="checkbox"/> shop front        | <input type="checkbox"/> painted walls                                     |
| <input checked="" type="checkbox"/> floor coverings   | <input checked="" type="checkbox"/> waste                                  |
| <input checked="" type="checkbox"/> sink              | <input checked="" type="checkbox"/> electrical distribution load (3 phase) |
| <input type="checkbox"/> grease trap                  | <input type="checkbox"/> electrical distribution load (single phase)       |
| <input type="checkbox"/> sprinklers                   | <input type="checkbox"/> separate utility meter — gas                      |
| <input checked="" type="checkbox"/> hot water service | <input type="checkbox"/> separate utility meter — water                    |
| <input type="checkbox"/> suspended ceilings           | <input type="checkbox"/> separate utility meter — electricity              |
| <input checked="" type="checkbox"/> lighting          | <input type="checkbox"/> other <i>[Please specify]</i>                     |

*Some commercial kitchen equipment*

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1.5 Services and facilities provided by the landlord for the benefit of the premises

*[Select as appropriate]*

- |  |   |
|--|---|
| <input type="checkbox"/> tenancy cleaning                | <input checked="" type="checkbox"/> bin rooms                     |
| <input checked="" type="checkbox"/> common area cleaning | <input type="checkbox"/> child minding facilities                 |
| <input checked="" type="checkbox"/> common area lighting | <input checked="" type="checkbox"/> staff toilets                 |
| <input checked="" type="checkbox"/> security services    | <input checked="" type="checkbox"/> other <i>[please specify]</i> |

*Non-exclusive alfresco and café seating area/s*

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1.6 Other special requirements of the tenant in relation to the premises

*[Select as appropriate]*

- |  |  |
|--|--|
| <input type="checkbox"/> air control     | <input type="checkbox"/> floor loading                 |
| <input type="checkbox"/> delivery access | <input type="checkbox"/> wall loading                  |
| <input type="checkbox"/> drainage        | <input type="checkbox"/> other <i>[please specify]</i> |

NA

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*Note: The tenant should ensure that the nature of the services and facilities are suitable to the tenant's requirements.*

## 2 Permitted use

2.1 Description of permitted use

Cafe

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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]

The sale or distribution of alcoholic beverages is prohibited.

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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 172 spaces

3.2 Available spaces for customers of the building/centre 172 spaces

3.3 Reserved spaces for use of the tenant only 0 spaces

## 4 Head lease

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

Yes  No

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

*Note: The tenant should investigate if the proposed use of the premises is permitted under planning laws.*

*Note: A tenant who is a sublessee should seek independent legal advice on the security of the tenant's tenure*

*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

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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)

Upon execution of the lease document by all parties

5.2 Length of term: 5 years

5.3 5 Years after the date of execution of the lease. Unless the tenant breaks lease as outlined below:

The tenant has the right to terminate the agreement at the 2-year anniversary of the lease execution by providing no less than 30 days' notice prior to the 2-year anniversary date. If the tenant chooses not to end the contract at the 2-year anniversary the lease will continue as stipulated in the term. The tenant also has the right to terminate the agreement at the 4-year anniversary of the execution of the lease by providing no less than 30 days' notice prior to the 4-year anniversary, if the tenant does not provide 30 days' notice to terminate the lease prior to the anniversary the contract will continue to its expiry

(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:

Length of option	Period of option	Exercise date
2 years	____ / ____ /20 to	____ / ____ /20 to
	____ / ____ /20	____ / ____ /20
	Actual/ Estimate	Actual/ Estimate
1 years	____ / ____ /20 to	____ / ____ /20 to
	____ / ____ /20	____ / ____ /20
	Actual/ Estimate	Actual/ Estimate

[List all options to renew lease.]

**How option is to be exercised**

\_\_\_\_\_  
\_\_\_\_\_

[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 fit out (if different to the date the lease commences indicated at item 5.1)

Upon execution of the lease document by all parties

Estimate

**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 fit out at item 9)

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.2 Is the tenant required to contribute towards the cost of any of the landlord’s finishes, fixtures, fittings, equipment, or services?

Yes, servicing, preventative maintenance and maintenance of all fixtures, fittings and equipment within the premises  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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*

*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]*

Refer attached estimated outgoings at \$1,159.17pa based on expenses incurred for operation during financial year 2021-2022

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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 fit out works**

9.1 Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)

None

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9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?

Yes

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No

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?

Yes

Any and all alterations and works require written request and plans from tenant for consideration / approval from landlord

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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]*

See clause 6.5 of the lease

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No

**PART 4 — RENT**

**10 Annual base rent**

10.1 Starting annual base rent \$4,200.00 \_\_\_\_\_ Excluding GST  
(i.e. when the lease commences)

10.2 Rent free period *[Describe any rent free period]*  
Nil  
\_\_\_\_\_  
\_\_\_\_\_

10.3 Date of rent commencement: Upon the execution of the lease by all parties

10.4 How rent payments are to be made?  
Monthly in advance  
\_\_\_\_\_  
\_\_\_\_\_

10.5 Is there provision for abatement of rent on damage or destruction of the premises?  
 Yes  
See lease clause: 20  
 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]*  
CPI - On each 12-month anniversary after the Commencement Date during the Term  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12 Rent based on turnover**

12.1 Is rent based on turnover payable by the tenant?  
 Yes — *[Insert method of calculation for turnover rent]*  
\_\_\_\_\_  
\_\_\_\_\_  
 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?

X Yes            o No

13.2 Describe any period during which the tenant is not required to pay any outgoings/operating expenses

NA

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13.3 Date on which payment of outgoings/operating expenses is to commence

At the commencement of lease

13.4 Frequency of operating expenses payments

*[Insert details of when payments are due]*

Monthly based on the previous months expenses

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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]*

Relevant proportion, 0.4% of the total centre.

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See lease clauses: 1.1(vv) & 4.2

13.6 Proportion of total operating expenses apportioned to the tenant (if applicable) as at the date of lease commencement

0.4% charged monthly upon the execution of the lease

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14 Outgoings/operating expenses estimates (annual) for the 12 month period \$1,159.17

For a list of operating expenses payable by the tenant see the annual estimate of expenditure attached and the following lease clauses:

4.2

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14.1 Total outgoings/operating expenses for the building/centre: approx. \$289,791.31 based on 2021-2022 financial year costs

14.2 Estimated tenant contribution to outgoings/operating expenses: \$1,159.17pa

*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))*

*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*

*Note: The proportion of the total cost of operating expenses for the building/centre payable by the tenant may vary periodically*

*Attach a copy of the annual estimate of expenditure at item 38.3*

**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

NA

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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]*

NA

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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 outgoing/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 air-conditioning
- wet waste removal
- other *[please specify]*

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17.2 Compulsory contributory membership of Tenants' Association

Yes

Date on which contributions to commence: \_\_\_\_ / \_\_\_\_ /20\_\_\_\_

No

**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

**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 tenants

Clause 21 of the lease

Not applicable

*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.*

20.2 Clause/s in lease which provide/s for the total or partial demolition or destruction of the premises or building/centre

Clause/s 21 of the lease

- Not applicable

## PART 8 — TRADING HOURS

### 21 Core trading hours relevant to the tenant

Monday	<u>5:30 a.m. to 9:30 p.m.</u>
Tuesday	<u>5:30 a.m. to 9:30 p.m.</u>
Wednesday	<u>5:30 a.m. to 9:30 p.m.</u>
Thursday	<u>5:30 a.m. to 9:30 p.m.</u>
Friday	<u>5:30 a.m. to 9:30 p.m.</u>
Saturday	<u>8 a.m. to 6 p.m.</u>
Sunday	<u>8 a.m. to 4 p.m.</u>
Public holidays	<u>Closed</u>

### 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

### 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 m<sup>2</sup>): \_\_\_\_\_ m<sup>2</sup> Actual/Estimate

*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).*

*Note: This Part must be completed only if the premises are in a retail shopping centre as defined in the Act (s. 3(1))*

**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 as per item 39.1*

Attached

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?

*Attached as per item 39.2*

Yes  No

**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?

*Casual mall licensing policy attached as per item 39.3*

Yes  No

**PART 10 — GROUP OF PREMISES**

**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 m<sup>2</sup>):\_\_\_\_\_ m<sup>2</sup> Actual/Estimate

*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))*

**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]*

No free gym access for the cafe tenant

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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]*

Environmental considerations (as per proposal RE coffee waste, takeaway cups, plastics etc)

OSH training and food safety practices / hygiene

Tenant will clean all café used furniture

**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]*

No

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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.

### 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 \_\_\_\_

## 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?

### 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\_\_\_\_

## 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**

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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*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))*

**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*).