

# ANNEXURE A

1	INTRODUCTION	4
2	CONDITIONS	4
3	DEFINITIONS & INTERPRETATION	4
4	RENT	5
5	RENT REVIEW	5
6	OUTGOINGS	6
7	OPTION	6
8	SECURITY DEPOSIT / BOND	<b>Error! Bookmark not defined.</b>
9	COSTS	<b>Error! Bookmark not defined.</b>
10	LESSOR'S OBLIGATIONS	<b>Error! Bookmark not defined.</b>
11	LESSEE'S OBLIGATIONS	<b>Error! Bookmark not defined.</b>
12	MUTUAL AGREEMENTS AND COVENANTS	<b>Error! Bookmark not defined.</b>
13	GST	<b>Error! Bookmark not defined.</b>
14	STATUTES	<b>Error! Bookmark not defined.</b>
15	NOTICES	<b>Error! Bookmark not defined.</b>
16	MITIGATION	<b>Error! Bookmark not defined.</b>
17	DISPUTE RESOLUTION	<b>Error! Bookmark not defined.</b>
18	PAYMENT AFTER NOTICE	<b>Error! Bookmark not defined.</b>
19	DEFAULT	<b>Error! Bookmark not defined.</b>
20	TERMINATION	<b>Error! Bookmark not defined.</b>
21	SUB-LEASING	<b>Error! Bookmark not defined.</b>
22	ASSIGNMENT	<b>Error! Bookmark not defined.</b>
23	GUARANTOR	<b>Error! Bookmark not defined.</b>
24	DAMAGE & ABATEMENT OF RENT	<b>Error! Bookmark not defined.</b>
25	DEMOLITION	<b>Error! Bookmark not defined.</b>
26	RELOCATION	<b>Error! Bookmark not defined.</b>
27	STRATA TITLE CONVERSION	<b>Error! Bookmark not defined.</b>
28	ESSENTIAL TERMS	<b>Error! Bookmark not defined.</b>
	Schedule 1: REFERENCE SCHEDULE	<b>Error! Bookmark not defined.</b>
1	PARTIES	<b>Error! Bookmark not defined.</b>
2	GST REGISTRATION	<b>Error! Bookmark not defined.</b>

3	PREMISES	<b>Error! Bookmark not defined.</b>
4	PERMITTED USE	<b>Error! Bookmark not defined.</b>
5	RENT	<b>Error! Bookmark not defined.</b>
6	SECURITY DEPOSIT / BOND	<b>Error! Bookmark not defined.</b>
7	TERM	<b>Error! Bookmark not defined.</b>
8	OPTION	<b>Error! Bookmark not defined.</b>
9	HOLDING OVER	<b>Error! Bookmark not defined.</b>
10	OUTGOINGS	<b>Error! Bookmark not defined.</b>
11	INTEREST RATE	<b>Error! Bookmark not defined.</b>
12	INSURANCE	<b>Error! Bookmark not defined.</b>
13	SPECIAL CONDITIONS	<b>Error! Bookmark not defined.</b>
	SCHEDULE 2 Special Conditions	<b>Error! Bookmark not defined.</b>
14	The following further terms are included in the Lease	<b>Error! Bookmark not defined.</b>
	EXECUTION	<b>Error! Bookmark not defined.</b>
	Acknowledgement and Receipt	<b>Error! Bookmark not defined.</b>
	Annexure B – Building Rules and Regulations	<b>Error! Bookmark not defined.</b>
1	Signs and advertising	<b>Error! Bookmark not defined.</b>
2	Common Areas	<b>Error! Bookmark not defined.</b>
3	Heavy Equipment	<b>Error! Bookmark not defined.</b>
4	Bathrooms	<b>Error! Bookmark not defined.</b>
5	Lifts	<b>Error! Bookmark not defined.</b>
6	Security	<b>Error! Bookmark not defined.</b>
7	Parking	<b>Error! Bookmark not defined.</b>
	DRAFTING NOTES	<b>Error! Bookmark not defined.</b>

# **1 INTRODUCTION**

## **1.1 This contract is made up of the following documents**

- (a) The NSW Land Registry Services Lease form attached to the front of this document
- (b) the terms and conditions set out in this document
- (c) The Schedule and Annexures to this document

# **2 CONDITIONS**

The parties agree to the conditions in the following pages and also to those conditions implied by legislation

# **3 DEFINITIONS & INTERPRETATION**

## **3.1 Definitions**

- (a) "Agent" in context with "Lessor" includes the Lessor's real estate letting agent or managing agent and any other person authorised to act on behalf of the Lessor.
- (b) "Fixtures" includes fittings, furnishings, furniture, appliances, plant, machinery and equipment.
- (c) "GST" means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
- (d) "Lessor" includes the heirs, executors, administrators and assigns of the Lessor, and where the context permits, includes the Lessor's Agent.
- (e) "Lessee" includes the executors, administrators and permitted assigns of the Lessee.
- (f) "Month" means calendar month.
- (g) "Outgoings" as defined in section 3A of the Retail Leases Act 1994 and including but not limited to: council rates, water rates, land tax (on a single holding basis) building and public risk insurance and strata levies. Separately metered utilities such as water usage, gas, electricity, and telephone are to be paid by the lessee directly as they fall due.
- (h) "Term" means the term of this lease.

## **3.2 Interpretation**

- (a) Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- (b) Where two or more Lessees or Lessors are parties, the terms and conditions of the lease binds them jointly and severally.
- (c) When this lease is signed by both parties and witnessed, it operates as a deed from that time.
- (d) Headings in bold have been inserted to assist the parties but do not affect interpretation the lease.

## 4 RENT

The rent will be the amount shown on the front page and Schedule 1 (reference schedule) to this lease, as adjusted from time to time in accordance with the Rent Review provisions in this lease in clause 5 below.

- (a) Rent must be paid monthly in advance by the Lessee to the Lessor or the Lessor's agent.
- (b) The first month's instalment of rent is to be paid on or before the commencement date.
- (c) Time is of the essence in respect to payment of rent.

## 5 RENT REVIEW

Rent will be reviewed on the anniversary of the commencement date by one of the methods below, as stated in the REFERENCE SCHEDULE. If no method is specified, then the method used will be MARKET RENT REVIEW.

### 5.1 MARKET RENT REVIEW

- (a) The rent payable by the Lessee must be reviewed within sixty (60) days after the expiration of each period of twelve (12) months during the term and either party may notify the other party in writing that the rent is to be varied to an amount representing the current market rent of the Premises.
- (b) If the parties do not agree as to current market rent, the rent is to be determined by valuation carried out by a specialist retail valuer appointed by agreement between the parties or, failing such agreement, by a specialist retail valuer appointed by the Registrar of the Small Business Commissioner pursuant to the Retail Leases Act 1994.

### 5.2 ADJUSTMENT FOR CPI

- (a) The rent payable by the Lessee must be reviewed on the basis that the Lessor must be entitled by serving on the Lessee written notice to that effect during a review period the rent to be revised. "Review period" means each twelve (12) month anniversary of the date of commencement of the term and expiring on the subject anniversary.
- (b) The revised rent must be determined in accordance with the following formula:

$\$A = B \times C/D$  where

A = the revised rent;

B = the rent payable in the twelve (12) month period immediately preceding the expiration of the relevant review period,

C = the Consumer Price Index (Sydney All Groups) last published immediately prior to the expiration of the relevant review period; and

D = the Consumer Price Index (Sydney All Groups) last published twelve (12) months prior to the expiration of the relevant review period.

### 5.3 FIXED PERCENTAGE INCREASE

The rent payable by the Lessee must be adjusted by the monetary or percentage amount as specified in Schedule 1 (the Reference Schedule).

## **6 OUTGOINGS**

The lessee must reimburse the Lessor immediately, on request, for the Lessee's percentage of outgoings noted in Schedule 1 (Reference Schedule) of this lease for all local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies and such other outgoings as specified in the lessors disclosure statement.

### **6.1 Payment of Outgoings**

Outgoings must be paid on the next rent day after a request for payment is made by the lessor.

- (a) A request for payment can be made –
  - (i) after the lessor has paid an outgoing; or
  - (ii) after the lessor has received an assessment or account for payment of an outgoing.
- (b) Land tax is to be calculated as follows:
  - (i) if the property is a strata lot, the relevant land tax is land tax on that lot;
  - (ii) if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
  - (iii) in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

### **6.2 Other amounts payable by the Lessee**

The lessee must pay to the lessor:

- (a) the reasonable cost to the lessor of remedying a default by the lessee;
- (b) the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
- (c) interest on these moneys at the rate stated in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
- (d) registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
- (e) duty (if applicable);
- (f) if the lessee defaults, the lessor's reasonable legal costs relating to the default;
- (g) the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the Retail Leases Act, 1994; and
- (h) GST

## **7 OPTION**

If an option for a further period is indicated in the Schedule then the lessee has the option to renew this lease for that period. The lessee may renew this lease more than once if that is stated in the Schedule.

## **7.1 Exercise of Option**

The lessee can exercise the option only if:

- (a) the lessee serves on the lessor a notice of exercise of option within the time limits of 7.2 below
- (b) there is at the time of service no rent or outgoing that is overdue for payment by the lessee; and
- (c) at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice given by the lessor.

## **7.2 Time for**

**WHEN DRAFTING IS COMPLETE.**