

Commercial Lease Agreement
(and where required by law, from time to time, a Retail Lease)
between

Lynn Lu

and

Abby Lee Rotto

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Accounting Solutions Pty Ltd ACN 435 365 645

Reference Schedule

Landlord:	Lynn Lu 318 Russell Street, Melbourne, Victoria 3000 Australia
Tenant:	Abby Lee Rotto 480 Collins Street, Melbourne, Victoria 3000 Australia Accounting Solutions Pty Ltd ACN 435 365 645 380 Lonsdale Street, Melbourne, Victoria 3000 Australia
Premises:	The land being 404/115 Swanston Street, Melbourne , Victoria 3000 Australia comprising an area of approximately 93 square metres and together with all other improvements on the land
Lease Start Date:	7 July, 2017
Term:	For 24 months, commencing on the Lease Start Date
Rent and Payment Date:	\$4560 monthly, payable in advance each calendar month after the Lease Start Date (all amounts include GST, if applicable)
Permitted Use:	Accounting Practice
Bond:	\$2500

This **Deed** is between:

Lynn Lu
318 Russell Street, Melbourne, Victoria 3000 Australia

(Landlord)

and

Abby Lee Rotto
480 Collins Street, Melbourne, Victoria 3000 Australia

Accounting Solutions Pty Ltd ACN 435 365 645
380 Lonsdale Street, Melbourne, Victoria 3000 Australia

(Tenant)

1. Rent

Payment of Rent

1.1 The Tenant pays the Rent to the Landlord at the location or bank as provided by the Landlord. The Rent is paid on the first day of each calendar month in advance in every month during the Term.

Accrual of Rent

1.2 Rent accrues daily. The Rent payable for part of a month is $1/365^{\text{th}}$ of the Rent multiplied by the number of days in that part of the month.

2. Variable Outgoings

Variable Outgoings

2.1 The Tenant pays all Variable Outgoings, including:

Rates, Taxes, Insurance Premiums and Service Charges	Paid by
Water drainage and sewerage Rates	Tenant
Local authority Rates	Tenant
Land Tax	Tenant
Interest charges on outstanding Rates and Taxes	Tenant
Water consumed beyond allowance	Tenant
Fire services	Tenant
Cleaning, including window and rubbish removal	Tenant
Ground repairs and maintenance	Tenant
Building repairs and maintenance of a non-structural nature	Tenant

Building insurance	Tenant
Plate glass insurance and public liability insurance (minimum \$5,000,000)	Tenant
Property management fees	Tenant
Common area lighting and power	Tenant
Security	Tenant
Toilet requisites	Tenant
Hot water systems running and repairs and maintenance	Tenant
Electricity and gas and telephone services consumed in the premises	Tenant
Air-conditioning running and repairs and maintenance	
Lift running and repairs and maintenance	
Strata Company levy	

unless otherwise indicated in this Deed.

Management Fees

2.2 The Tenant pays to the Landlord on demand the Landlord to any Managing Agent for the management and administration of the Premises.

Security Bond

2.3 The Tenant deposits with the Landlord a Security Bond to ensure the Tenant's compliance with this Lease. The Tenant shall pay the Landlord for any breach or default and all costs of the Landlord relating to the enforcement of this Lease.

3. Assignment and Subletting

No assignment or subletting

3.1 The Tenant may not create, transfer or allow to exist in favour of any other person any interest in the Premises or in this Lease, including an assignment, a sublease or any other right to possess.

Costs and Expenses

3.2 The Tenant must pay to the Landlord on demand all fees and expenses payable by the Landlord to any agent or consultant engaged by the Landlord in connection with a proposed assignment transfer or subletting.

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4. Use of Premises

Permitted Use

- 4.1 The Tenant must not, unless the Landlord consents in writing, use the Premises other than for the Permitted Use.

Comply with necessary authorisation

- 4.2 The Tenant must obtain, comply with and renew on time every authorisation necessary to carry on the Tenant's Business.

No warranties

- 4.3 The Tenant acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Premises for any purpose or for any business to be carried on in the Premises or as to the fittings, finish, facilities and amenities of the Premises and all warranties if any implied by law are hereby so far as legally possible expressly negated.

Signs

- 4.4 The Tenant must obtain the Landlord's consent to the erection of any signs, notices or advertisements on the outside surfaces of the Building or otherwise outside the Building. The Landlord will not unreasonably withhold its consent if the signs, notices or advertisements comply with the requirements of the local authority or any other Authority.

5. Insurance

Building Insurance

- 5.1 The Landlord may maintain building insurance for the full replacement value of the Building. The building insurance may include cover for all usual industrial special risks including, but not limited to, architects and other consultants' fees and the costs of demolition and removal of debris, loss of Rent, Variable Outgoings and machinery breakdown insurance.

Tenant's insurance

- 5.2 The Tenant must:
- (a) maintain with insurers approved under the *Insurance Act 1973* in the names of the Tenant and the Landlord and, if required by the Landlord, any mortgagee of the Landlord, for their respective rights and interests:
 - i. public risk insurance to a sum insured of at least the \$10,000,000. The Landlord may at any time reasonably require the Tenant to vary this amount by giving notice to the Tenant of the varied amount;
 - ii. plate glass insurance against risks specified by the Landlord for the full replacement cost of the plate glass;

- iii. burglary insurance in respect of the Tenant's Property and damage to the Premises arising from any actual or attempted unauthorised entry;
 - iv. other insurances in connection with the Premises which a prudent tenant leasing premises comparable with the Premises would take out or which are reasonably specified by the Landlord; and
- (b) for the insurances required by the above sub-clause the Tenant will:
- i. deposit with the Landlord certificates of insurance;
 - ii. pay each premium at least 28 days before the due date and, immediately send to the Landlord receipts for the payments;
 - iii. immediately rectify anything that might prejudice any insurance and reinstate the insurance if it lapses; and
 - iv. notify the Landlord immediately if any insurance policy gives rise to a claim under a policy or any policy is cancelled.

Claims

- 5.3 The Landlord may, but the Tenant may not, conduct or compromise claims under any insurance effected by the above sub-clause.

Reinstatement

- 5.4 If the Building is damaged so that, in the opinion of the Landlord, it is necessary for the Building to be demolished or reconstructed, or if the whole or a substantial part becomes unusable, the money payable under the insurances effected by the Tenant in respect of damage will be payable to the Landlord in full for the reinstatement if the Landlord so elects. If the Building is damaged, all money payable under the insurances effected by the Tenant in respect of damage will be payable to the Landlord in full for the reinstatement if the Landlord so elects.

- 5.5 In the case of any other damage to the Premises from any cause covered by any of the insurances effected by the Tenant, the Tenant will expend all money received by virtue of such insurances in reinstating the Premises and will make up any deficiency out of the Tenant's own money. This is unless such deficiency has been caused by the voiding of the insurances by the act or omission of the Landlord or its employees agents or contractors.

Restrictions on Tenant's activities

The Tenant must not unless the Landlord consents:

- 5.6 do or permit anything to be done on the Premises which increases or may increase the premium payable for any insurance taken out by the Landlord in connection with the Premises;

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- 5.7 store or use inflammable, volatile or explosive substances on the Premises;
- 5.8 otherwise do or permit anything which adversely affects any insurance in connection with the Premises; or
- 5.9 vary, cancel or allow to lapse any insurance referred to in this clause.

If the Landlord gives its consent under this clause, the Tenant must pay any increased premium payable.

Fire requirements

- 5.10 The Tenant must comply with the requirements of any Authority, the Insurance Council of Australia Limited and of any insurer in relation to fire protection of the Premises and the position of fire equipment.

6. Indemnities and Exclusions

Indemnities by Tenant

- 6.1 Except to the extent covered by any of the insurances to be taken out by the Landlord or the Tenant, the Tenant indemnifies the Landlord against any loss, liability, cost or expense incurred or suffered by the Landlord or any employee, officer or agent of the Landlord, arising from or in connection with:
 - (a) any damage to the Premises or any loss of or damage to anything in them; and
 - (b) any injury to any person in or on the Premises,caused or contributed to by the Tenant or any of the Tenant's Employees, Agents and Customers, whether or not as a result of negligence by any of them.

Release of Landlord

- 6.2 The Landlord is not liable for any liability or loss resulting from:
 - (a) any act or omission of any other person on the Premises, whether lawfully or not;
 - (b) any malfunction, breakdown or interruption in relation to the supply of Services to the Premises or in relation to the Air-conditioning Equipment or any other plant, equipment or machinery in the Premises;
 - (c) any other accident, damage or malfunction affecting the Premises including any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables; or
 - (d) damage to or loss of any property or injury to any person in or near the Premises due to any cause.

No right to terminate

- 6.3 The Tenant may not terminate this Lease or cease or reduce payments under this Lease and the Tenant will not have any claim for compensation or damages including for damage or injury caused to the Tenant, the Tenant's Business, the Tenant's Property or the Premises, arising from any of the above events.

7. Compliance with Laws and Requirements

The Tenant must comply on time with all requirements of any Authority and all laws in connection with the Premises and the Tenant's Property, but the Tenant need not carry out work of a structural nature unless it is made necessary by the nature of the Tenant's Business or the Tenant's use of the Premises.

8. Repair, Alteration, Cleanliness and Security

Tenant's obligations

The Tenant must:

- 8.1 keep the Premises in good repair and condition;
- 8.2 keep the Tenant's Property and the Landlord's Property in or on the Premises in good repair and condition;
- 8.3 promptly repair damage to the Premises or the Landlord's Property caused or contributed to by the Tenant;
- 8.4 if in the Landlord's Property, promptly replace the Landlord's Property when they were first damaged or destroyed;
- 8.5 promptly replace damaged or destroyed items of the same or similar nature and value;
- 8.6 promptly replace and repair equipment including electrical equipment with items of the same or similar nature and value installed;
- 8.7 maintain all signs in good repair and condition;
- 8.8 maintain that part of the Premises connected to the Premises in a clean and free-flowing condition;
- 8.9 regularly maintain any grease traps serving the Premises, whether or not within the Premises in a clean condition; and
- 8.10 if, in the reasonable opinion of the Landlord, the Tenant's use of the Premises requires the provision of additional drainage or water supply facilities to the Premises, pay to the Landlord on demand the cost of the installation of the additional drainage or facilities;

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The generality of any of the above obligations of the Tenant are not limited by any of the other obligations of the Tenant set out in this Clause 9.

9. Exceptions to repair obligations

The Tenant has no obligation to maintain or repair where:

- 9.1 any loss or damage is covered by any insurances taken out by the Landlord or the Tenant under this Lease, except where due to some act or omission of the Tenant or of the Tenant's Employees, Agents and Customers any of such insurances is prejudiced or made void or payment of policy money is refused by the insurer;
- 9.2 any loss or damage is caused by latent or inherent defects in the Premises; and
- 9.3 the maintenance and repairs to the Building are of a structural nature and are not caused by the negligence of the Tenant or the Tenant's Employees, Agents and Customers.

Clean

- 9.4 The Tenant must keep the Premises clean, and free from refuse, including daily cleaning of the inside of the Building, periodic cleaning the windows of the Building and arranging regular rubbish removal services.

Maintain landscaped and other areas

- 9.5 The Tenant must re-plant, maintain and reticulate the landscaped areas on the Premises and keep all parking areas, access ways and other areas on the Land outside of the Building in good repair and condition.

Pest Control

- 9.6 The Tenant must control and eradicate all vermin from the Premises including employing pest contractors to periodically inspect and carry out treatment for such eradication.

Security

- 9.7 The Tenant is responsible for all security of the Premises including employing security contractors and installing and maintaining all devices for the purpose of security.

Drainage

- 9.8 The Tenant is not, unless the Landlord consents, to modify or in any other way interfere with the drainage or water supply facilities serving the Premises or any equipment connected to those facilities.

Notice of damage

- 9.9 The Tenant must inform the Landlord in writing of any damage to the Premises or of damage to or defective operation of any Services immediately once the Tenant becomes aware of it.

Air-conditioning Equipment

- 9.10 Except in respect of the replacement of any part of the Air-conditioning Equipment which is in the nature of capital expenditure, the Tenant must maintain the Air-conditioning Equipment in good working order and condition and for this purpose, the Tenant must maintain with reputable contractors a fully comprehensive air-conditioning maintenance agreement.

Tenant to redecorate

- 9.11 The Tenant must redecorate the Premises every 3 years or upon expiration of the Term and at any other time if deemed necessary by the Landlord. The colours and materials used must be approved by the Landlord who may not unreasonably withhold its approval. The redecoration of the Premises includes repainting or retreating all painted or other treated interior and exterior surfaces of the Building and replacing curtains, blinds and other furnishings and decorations which are worn or damaged.

Carpets

Where there is a carpet installed in the Premises, the Tenant must:

- 9.12 if the carpet has been installed by the Tenant, the Tenant must:
- (a) protect the carpet from excess wear and tear to the extent reasonably required by the Landlord;
 - (b) employ qualified and experienced tradespersons to repair or replace the carpet reasonably required by the Landlord within 3 months; and
- 9.13 if the carpet is damaged, repair or replace the carpet to the existing carpet before it was damaged and obtain the approval of the Landlord.

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Structural Alterations to the Premises

- 9.14 The Tenant may not make any structural alteration or addition to the Premises unless the Landlord consents and that consent is not to be unreasonably withheld.

Damage to Building or Premises

- 9.15 The Tenant is not to cause damage to the Premises or allow them to be damaged.

Works

- 9.16 In carrying out its obligations to maintain, repair and redecorate the Premises and when making any alterations to the Premises (to which the Landlord has consented if the alteration is structural) the Tenant must:
- (a) comply with all requirements of any Authority and all laws and standards;
 - (b) carry out the works in a proper manner; and
 - (c) before carrying out any works, obtain the Landlord's approval to the plans and specifications for the works.

10. Tenant's General Obligations

Positive obligations

The Tenant must:

- 10.1 carry on the Tenant's Business in a proper and efficient manner;
- 10.2 observe the maximum floor loading weights for the Premises;
- 10.3 if, at the request of the Tenant, the Landlord alters a Service to accommodate equipment which the Tenant wants to install in the Premises, pay the Landlord on demand the cost to the Landlord (including consultants' fees) of altering the Service, and the Landlord may require the Tenant to deposit with the Landlord the estimated cost of the work before it is commenced;
- 10.4 securely lock all exterior doors and windows in the Premises when the Premises are not occupied;
- 10.5 permit persons having an estate or interest in the Premises superior to the Landlord's estate or interest to exercise the Landlord's or those other persons' rights and otherwise perform their obligations in connection with the Premises;
- 10.6 immediately deliver to the Landlord a copy of every notice received by the Tenant relating to the Premises; and
- 10.7 immediately notify the Landlord if the Tenant receives any threat of damage to the Premises and comply with any directions given by the Landlord for the purpose of protecting the safety of any property or persons in the Premises.

Negative obligations

The Tenant may not unless the Landlord consents:

- 10.8 do anything in the Premises or the Building which in the reasonable opinion of the Landlord is noxious, offensive or audibly or visually a nuisance;
- 10.9 interfere with the Services;
- 10.10 obstruct access to or overload the Services;
- 10.11 use the facilities in or about the Premises, for any improper purpose;
- 10.12 fix blinds or awnings to the outside of the Building;
- 10.13 make holes in or otherwise interfere with the walls in the Building except as may be reasonably necessary to fix signs, blinds or fittings approved by the Landlord (if such approval is required under this Lease);
- 10.14 use the Premises as a residence;
- 10.15 keep any live animal or bird on the Premises;

10.16 lodge a caveat on the title to the Land except a 'subject to claim' caveat noting the Tenant's interest under this Lease and any option to renew the Term;

10.17 vacate, except as required by this Lease, or abandon the Premises.

Security Interests

10.18 The Tenant may not create or allow to exist in favour of any person any Security Interest in or over the Premises or this Lease unless the Landlord consents.

Other persons

10.19 If by this Lease, the Tenant is not to do any matter or thing, the Tenant must do everything necessary to ensure that the Tenant's Employees, Agents and Customers do not do that matter or thing.

11. Landlord's Obligations

Quiet Enjoyment

11.1 Subject to the rights of the Landlord, if the Tenant complies with its obligations under this Lease, the Tenant may hold the Premises during the Term without interruption by the Landlord.

Change of Landlord

If the Landlord ceases to be the registered proprietor of the Premises:

11.2 the Landlord is released from its obligations under this Lease and ceases to be the registered proprietor;

11.3 the newly registered proprietor of the Premises agrees to do the things necessary for the purposes of this Lease; and

11.4 the Tenant agrees to sign such documents as may be necessary to confirm to the new Landlord the obligations under this Lease.

Insurance

11.5 The Landlord may maintain with insurers in the name of the Landlord insurance in respect of the Premises.

12. Landlord's Rights

Right to enter

The Landlord or a person authorised by the Landlord may enter the Premises at reasonable times to:

12.1 inspect the state of repair;

12.2 repair or maintain the Premises;

12.3 repair, maintain or alter the Services;

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12.4 carry out structural alterations to the Premises or other works if required by an Authority; or

12.5 remove harmful substances,

subject to the Landlord giving the Tenant reasonable notice or 24-hours' notice whichever is earlier of the intended entry. If the Landlord decides that there is an emergency, then the Landlord and persons authorised by the Landlord may enter the Premises at any time without notice.

Inspection by prospective tenants or purchasers

The Landlord or a person authorised by the Landlord may:

12.6 enter the Premises to allow prospective purchasers of the Premises to inspect the Premises; and

12.7 within 3 months before the end of the Term display a sign containing any information that the Landlord sees fit;

subject to the Landlord giving the Tenant reasonable notice of the intended entry or display.

Ownership of partitions and other structures

If partitions or any other structure which form an integral part of the Premises are installed by the Tenant:

12.8 those partitions or other structure cease to be part of the Tenant's Property on the expiration of the Term or the earlier termination of this Lease and ownership of them then vests in the Landlord; and

12.9 if those partitions or structures form part of the Tenant's trade equipment, the Tenant shall remove those partitions or structures, provided the Tenant makes good any damage caused by such removal. The Tenant shall not cause or contribute to any damage to the Premises in the removal of those partitions or other structures. Should the Tenant cause any damage to the Premises in the removal of those partitions or other structures, the Tenant shall make good any such damage and in any event shall leave the premises in a clean state and condition. If the Tenant fails to do so, the Landlord will make good and/or clean the Premises at the cost of the Tenant and recover from the Tenant the cost to the Landlord of doing so as a liquidated debt payable on demand.

Failure to remove partitions and other structures

12.10 If the Tenant fails to remove those partitions and structures as required above, or in the occurrence of an Event of Default, the Landlord may at its option:

(a) cause any such partitions and structures to be removed and stored in such manner as the Landlord in its absolute discretion deems fit at the risk and cost of the Tenant; or

(b) treat the Tenant's partitions and other structures as if the Tenant had abandoned its interest in them and they had become the property of the

Tenant, and deal with them in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

12.11 The Tenant shall:

- (a) indemnify and keep indemnified the Landlord for the removal and storage of the partitions and other structures and also for all claims which the Landlord may suffer or incur at the suit of any person claiming an interest in the Tenant's partitions and other; and
- (b) pay to the Landlord as a liquidated debt payable on demand and costs incurred by the Landlord.

Landlord may rectify

12.12 The Landlord may do this Lease but which have been done properly and authorised by the Landlord as is necessary.

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Creation of Security Interest

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interest over the this Lease as

13. Management of

Managing Agent

13.1 The Landlord may:

- (a) appoint a Managing Agent relating to this Lease; and

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Partner

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authorise the related matters

- (b) at any time vary or terminate the authority of the Managing Agent.

13.2 Communications from the Landlord supersede those from the Managing Agent if there is any inconsistency between them.

Tenant to deal with Managing Agent

13.3 The Tenant must deal with the Managing Agent in relation to all matters in which the Managing Agent is authorised to represent the Landlord until the Landlord notifies the Tenant that the Managing Agent is no longer its agent for those purposes. The Tenant may treat the acts of the Managing Agent as the acts of the Landlord.

14. Default

Essential terms

14.1 All obligations of the Tenant are essential terms of this Lease. This clause does not prevent any other obligation under this Lease from being an essential term.

Events of Default

An Event of Default occurs if:

- 14.2 the Tenant repudiates or commits a fundamental breach of this Lease;
- 14.3 if the Rent is at any time unpaid for 1 day after becoming due, whether formally demanded or not;
- 14.4 the Tenant does not comply with any of its other obligations under this Lease, whether or not an essential term;
- 14.5 a judgment, order or an Encumbrance is enforced or becomes enforceable against the Tenant's interest in this Lease, the Tenant's Property, or any other property used in connection with the Tenant's Business; or
- 14.6 an Insolvency Event occurs in respect of the Tenant.

Landlord's right to terminate

- 14.7 If an Event of Default occurs, the Landlord may terminate this Lease by re-entering the Premises without notice, or notice to the Tenant.

Damages

If the Landlord terminates this Lease under this clause, then the Landlord is entitled to recover from the Tenant as liquidated damages, the difference between:

- 14.8 T in the formula, **T = R + C - RB**

where

R = the total of the Rent and all other amounts which would have been payable by the Tenant under this Lease if the Term had expired by effluxion of time, calculated at the rate payable at the date of termination;

C = costs and expenses incurred by the Landlord as a result of the Event of Default, including in relation to re-letting;

RB = a rebate calculated at 8% on all amounts not accrued due at the date of termination (but for this clause) to the extent that each amount is in fact paid or ought to have been paid earlier than it was originally due under this Lease; and

- 14.9 the total of the rent and other amounts which the Landlord could be reasonably expected to obtain by reletting the Premises until the date on which the Term would have expired by effluxion of time, except that the Landlord is not to be taken to be required to accept the same or similar terms to those contained in this Lease.

Indemnities

The Tenant indemnifies the Landlord against any loss, liability, costs or expense incurred or suffered by the Landlord arising from or in connection with:

- 14.10 the occurrence of an Event of Default; or

14.11 if this Lease is terminated by the Landlord for any reason or on any ground:

- (a) the Landlord re-entering the Premises;
- (b) the Landlord not receiving the benefit of the Tenant fully and duly performing its obligations under this Lease from the date of that termination until the expiration of the Term; and
- (c) anything else relating to that termination, including the Landlord attempting to mitigate its loss,

including in each case, legal costs and expenses relating to any of those matters.

Calculation of benefit of Tenant performing obligations

14.12 The benefit of the Tenant performing its above obligations is calculated on the assumption that this Lease continues in force until the expiration of the Term and taking into account the provision of Rates and Taxes and other obligations of the Tenant.

Certain acts not to affect indemnities

The indemnities are not affected by:

- 14.13 the Landlord re-entering the Premises;
- 14.14 the Landlord accepting a repudiation of this Lease by the Tenant;
- 14.15 the Tenant vacating or abandoning the Premises;
- 14.16 the conduct of either party consisting in the exercise of its rights.

Interest on overdue money

14.17 The Tenant must pay interest on any amount of money which is due to the Landlord under this Lease from when the amount becomes due for payment until it is paid. The interest must be paid on demand or at times notified by the Landlord and must be calculated on daily balances. Interest which is not paid when due for payment may be capitalised by the Landlord on the first day of each month. Interest is payable on capitalised interest at the rate set by the Commonwealth Bank housing loan plus 4%.

Acceptance of rent or mitigation

The acceptance of Rent or other money under this Lease or an attempt by the Landlord to mitigate its loss is not:

- 14.18 a waiver of a preceding breach by the Tenant of its obligations under this Lease;
- 14.19 an acceptance of a repudiation of this Lease by the Tenant; or
- 14.20 a surrender by operation of law.

Are the Premises owned by a Self-Managed Superannuation Fund (SMSF)? SMSFs only benefit members when retired. Additional strict laws regulate how SMSF commercial property is leased to members and their family or business structures. Our Commercial Lease complies with the strict Superannuation law, including:

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15. Tenant's Obligations on Termination

Tenant to vacate

- 15.1 The Tenant must vacate the Premises and remove the Tenant's Property on the termination of this Lease except that when the termination is prior to the expiration of the Term, the Tenant must remove the Tenant's Property within 3 days after the termination.

Removal of Tenant's Property

- 15.2 If the Tenant does not comply with the above clause, then the Landlord may remove the Tenant's Property from the Premises and either store it at the risk and cost of the Tenant or treat the Tenant's Property as abandoned and deal with it in any manner the Landlord sees fit.
- 15.3 The Tenant's Property remains at the Tenant's risk at all times before and after the expiration or earlier termination of this Lease.
- 15.4 The Tenant indemnifies the Landlord against any loss, liability, cost or expense incurred or suffered by the Landlord, or any employee, officer or agent of the Landlord arising from or in connection with the Landlord acting under this clause, or damage caused to the Premises by the removal of the Tenant's Property.

Condition of the Premises

When the Tenant vacates the Premises:

- 15.5 the Tenant must leave the Premises in good repair and condition and in a good state of decoration taking into account the obligations of the Tenant under this Lease; and
- 15.6 the Tenant must have made good any damage to the Premises caused or contributed to by the Tenant or any of the Tenant's Employees, Agents or Customers.

Reinstatement

- 15.7 If the Tenant makes any alterations of the Premises which the Landlord has consented to them, the Tenant must reinstate the Premises before the termination of this Lease so that the Premises are returned to the condition in which they were before the alteration or addition was made.

Compensation

- 15.8 If the Tenant does not perform its obligations under this clause, the Tenant shall pay to the Landlord on demand and by way of liquidated damages, an amount equal to 1/365th of the Rent, Rates and Taxes and other outgoings payable by the Tenant for each day from the termination of this Lease to the date on which the Tenant's obligations under this clause are performed. Any action by the Landlord under this clause is without prejudice to any other remedy of the Landlord.

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16. Holding Over

If the Tenant with the consent of the Landlord continues to occupy the Premises after the termination of this Lease, then the Tenant is a monthly tenant of the Premises and:

- 16.1 the tenancy may be terminated by the Landlord or the Tenant, giving to the other, at least one month's notice which may expire on any day;
- 16.2 the monthly rent is an amount equal to 1/12th of the Rent payable for the 12 months immediately preceding the termination; and
- 16.3 subject to this clause, all the provisions of this Lease apply (with necessary alterations) to the monthly tenancy except any option for a new lease of the Premises.

17. Damage to the Building or Premises

Procedure following damage

If the Building is:

- 17.1 damaged so that, in the reasonable opinion of the Landlord, it is necessary for the Building to be demolished; or
- 17.2 so damaged that the whole or a substantial part becomes unfit for use by the Tenant,

then the Landlord must give a notice to the Tenant within 6 months after the damage occurs.

Termination by Tenant

- 17.3 If the Landlord gives a notice and does not make the Premises fit for use by the Tenant within 12 months of the date of the Landlord's notice, the Tenant may give a notice of intention to terminate this Lease if the Landlord does not make the Premises fit for use by the Tenant within one month after the date it receives the Tenant's notice. If the Landlord does not comply with the Tenant's notice under this clause, the Tenant may terminate this Lease by notice to the Landlord.
- 17.4 If the Landlord does not give notice under this clause, this Lease will terminate at the end of the 6 months referred to in this clause.

18. Costs, Expenses and Duties

Enforcement and consents

The Tenant must pay or reimburse the Landlord on demand for:

- 18.1 all the Landlord's costs and expenses relating to:
 - (a) the exercise or enforcement by the Landlord of any right under this Lease; and
 - (b) any act or omission by the Tenant causing cost or expense to the Landlord;

18.2 obtaining or giving any consent or approval under this Lease, or a variation or surrender of this Lease; and

18.3 in connection with any matter referred to in this clause, the Landlord's costs and expenses of engaging any consultant or agent.

including, in each case, the Landlord's legal costs and expenses.

Stamp duty

18.4 The Tenant must pay or reimburse the Landlord on demand for all stamp duty, taxes and fees, and fines and penalties in respect of any of them, that may be payable in connection with this Lease.

Preparation of Lease

18.5 The Tenant must pay to the Landlord on demand the Landlord's legal costs of and incidental to the instructions for and preparation, stamping and registration of this Lease.

19. Power of Attorney

The Tenant, for valuable consideration, irrevocably appoints the Landlord and every manager, director and secretary (all jointly and severally) as its attorney, with full power, authority and discretion to do anything done by an attorney under this clause.

20. Notices

Notices

A notice or other communication in connection with this Lease:

20.1 may be given by the solicitors or agent

20.2 may be left at the Premises or at the address of the addressee or by post to the address of the addressee or

When notice takes effect

20.3 Unless a later time is specified in it, a notice takes effect from the time it is received.

Receipt of notice

A letter is taken to be received:

20.4 if left at the Premises or the address of the addressee

20.5 in the case of a posted letter, on the third business day after the date of posting

20.6 In this clause, a 'business day' is a day other than a Saturday or a Sunday.

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Dr Brett Davies, Partner

21. Miscellaneous

Waiver and variation

21.1 A provision of or a right created under this Lease may not be waived except in writing signed by the party to be bound, or varied except in writing signed by the Landlord and the Tenant.

Approvals and consents

21.2 The Landlord may, whenever its approval or consent is required under this Lease, give it conditionally or unconditionally or withhold it unless this Lease specifies otherwise.

Remedies cumulative

21.3 The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Lease.

Set-off

21.4 At its sole discretion, the Landlord may apply, without notice, any funds held by the Landlord on account of the Tenant towards satisfaction of any amount then payable by the Tenant to the Landlord under this Lease.

Further assurances

21.5 If requested by the Landlord, the Tenant must execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the Tenant and its successors under this Lease.

Accrued rights

21.6 The expiration or earlier termination of this Lease does not affect the rights of either the Landlord or the Tenant in relation to a breach of this Lease by the other before the expiration or termination.

Severance

21.7 If any clause in this Lease or its application to any person or circumstance is or becomes invalid or unenforceable, then the remaining clauses of this Lease will not be affected and each remaining clause will be valid and enforceable to the fullest extent permitted by law.

Supervening legislation

21.8 Any present or future legislation which operates to vary the obligations of the Tenant in connection with this Lease with the result that the Landlord's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

Premises owned by a self-managed superannuation fund

21.9 If the Premises are owned by a self-managed superannuation fund, this Deed is read down and interpreted so that the Lease complies with Superannuation law. If any clause nonetheless fails to comply with Superannuation law or is illegal, it is severed, read down or fettered, as required, from the Deed to the extent of the illegality or failure to comply with Superannuation law.

21.10 For all intents and purposes:

- (a) this Deed is read down and parts severed, as necessary;
- (b) this Deed is deemed to contain any provision that is required by the Superannuation law;
- (c) this Deed is deemed not to contain any provision that is excluded by Superannuation law;
- (d) any covenant or other requirement made by Superannuation law to be included in this Deed is deemed to be included;
- (e) if the Superannuation law no longer requires a provision to be so included then the provision is not included.

21.11 The Superannuation laws prevail over the terms of the Deed in the event of any inconsistency.

21.12 For land ownership registration requirements, as required, and vesting restricted, as required, in the relevant jurisdiction.

Retail Lease – everything read down to comply

21.13 IRRESPECTIVE OF ANYTHING IN THIS Deed, if the Lease is a Retail Lease then the Deed is read down, and where necessary, severed, to comply with legislation governing retail tenancies in the State or Territory applicable to the Premises.

21.14 To put the matter beyond doubt, while Premises are a Retail Lease then the entirety of the Deed is subservient to any mandatory requirements set out in the applicable jurisdiction for a Retail Lease.

21.15 If the Premises are a Retail Lease then the Deed is interpreted to comply at all times with the applicable rules of that jurisdiction. If any clause nonetheless fails to comply or is illegal, it is severed, read down or fettered, as required, from the Deed.

21.16 If the lease is subject to any Retail Lease then the Deed is read down to comply with the mandatory rules in the applicable State and Territory. Depending on the applicable jurisdiction, this may include:

- (a) the Landlord providing a disclosure document seven days before the agreement is signed, summarising the lease and providing extra information about the shopping centre and all costs under the lease;
- (b) the Tenant getting additional protection for any Landlord unconscionable (unfair) conduct and the Deed is read down accordingly;

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Dr Brett Davies

Partner

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- (c) the cost of preparing the Deed or any mortgagee's consent are paid by the Landlord; and
- (d) any rights of early termination or compensation under the applicable Retail Lease rules of the relevant jurisdiction are preserved.

Retail Lease – all extra requirements to be complied with

21.17 While the Premises are a Retail Lease or subject to any such laws then any additional requirements of a Retail Lease are complied with as applicable to the relevant State or Territory legislation in which the Premises are situated. This may include disclosure documents, favourable Tenant termination rules and the Landlord paying for the agreement, as required.

21.18 To put the matter beyond doubt while the Premises are a Retail Lease every mandatory requirement of the Retail Lease for the relevant jurisdiction in which the Premises are situated must be complied with before, during and after the Deed.

Payments

With respect to payments to be made under this Lease:

21.19 the Tenant must make payments without deduction, set-off or counterclaim; and

21.20 the Landlord need not make demand for payment of any amount required to be paid by the Tenant unless a demand is expressly required.

Counterparts

21.21 This Lease may consist of separate counterparts and the counterparts taken together constitute one and the same instrument.

22. Trust Warranties

Tenant's Capacity

22.1 Where the Tenant acts as trustee of the Trust, the Tenant enters into this Lease as trustee of the Trust, and it does so both for itself and as trustee of the Trust, and in this Lease each, reference to the Tenant is a reference to it in each capacity.

Tenant's Warranties

The Tenant warrants to the Landlord that:

22.2 the Tenant is the only trustee of the Trust;

22.3 the Trust is lawfully and validly constituted and the copies of the trust documents and instruments relating to the Trust produced to the Landlord disclose all the terms of the Trust;

22.4 the Trust is and throughout this Lease will remain unrevoked and not varied;

22.5 the Tenant has power under the trust deed to enter into and observe its obligations under this Lease and the Tenant has entered into this Lease in its capacity as trustee of the Trust and for the benefit of the beneficiaries of the Trust;

22.6 it has a right to be fully indemnified out of the trust fund in respect of obligations incurred by it under this Lease;

22.7 the assets of the Trust and all other obligations indemnified out of the a

22.8 the consents or approvals bind the property of the precedent for that purpose

22.9 that no one has taken likely, to take action to action brought in any other person at any Tenant with any breach with the Trust;

22.10 the Landlord's rights u beneficiaries of the Trust

22.11 the Tenant has complied with its obligations in connection with the Trust; and

22.12 that no facts are known to the Tenant where the Trust might be wound-up voluntarily or otherwise or the trustee changed or the assets of the Trust vested in any other person or that the Trust may cease to operate or be deprived of funds prior to expiration of the Term.

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Dr Brett Davies, Partner

23. Dictionary

In this Deed:

Air-conditioning Equipment all air-conditioning plant and equipment used in the Building

Authority any governmental or other public body or authority of any kind

BOMA the Building Owners and Managers Association of Australia Limited

Bond the amount set out in the Reference Schedule

Building the building or buildings erected on that part of the Land comprising the Premises

Corporations Law the Corporations Law of Australia

Encumbrance any mortgage, charge, lien, pledge, easement, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Premises

Event of Default any of the events specified in clause 14.2

Insolvency Event the happening of any of the following events in relation to the Tenant:

- (a) an application is made to a court that it be wound up or a provisional liquidator be appointed, or it is wound up voluntarily or by the Court or a provisional liquidator or official manager is appointed
- (b) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them
- (c) a receiver or receiver and manager is appointed to any of its assets
- (d) it is, or is deemed to be under sections 460(2) or 585 of the Corporations Law unable to pay its debts
- (e) it becomes an insolvent under administration as defined in section 9 of the Corporations Law

Landlord the person specified in the Reference Schedule

Landlord's Property all other plant and equipment, fixtures, fittings, furniture and furnishings including curtains, blinds and light fittings, in, on or fixed to the Premises that are not the Tenant's Property

Lease this Deed, including the Reference Schedule, as it may be varied from time to time

Lease Start Date the date specified in the Reference Schedule

Lettable Floor Area the floor space calculated using the BOMA method of measurement published in June 1989 for measuring the gross lettable area of premises of a similar kind to the Premises

Managing Agent a person appointed by the Landlord under clause 13.1

Payment Date the date set out in Reference Schedule in each month of the Term

Permitted Use the type of use set out the Reference Schedule

Premises that part of the Land outlined in red on the attached plan (if any) and the Building and other improvements thereon and includes the Landlord's Property

Rate of Interest the rate being 4% in excess of the general overdraft rate charged on unsecured borrowings by the Commonwealth Bank of Australia on amounts not exceeding \$100,000.00

Rates and Taxes rates, taxes (land tax to be assessed as if the Land was the only property owned by the Landlord), levies, duties and other charges assessed or imposed by an Authority in relation to this Lease or the Premises or property which includes the Premises or by a strata company under the Strata Titles Act 1985 including stamp and transaction duties, together with any related interest, penalties, fines and expenses in connection with them, except if assessed on the overall net income or capital gains of the Landlord

Reference Schedule the Reference Schedule at the front of this Lease

Rent the amount set out in the Reference Schedule as varied under this Lease

Retail Lease includes a lease under the:

Retail Leases Act 1994 (NSW)
Retail Leases Act 2003 (Vic)
Retail Shop Leases Act 1994 (QLD)
Commercial Tenancy (Retail Shops) Agreement
Fair Trading (Code of Practice for Retail Tenancies)
Retail & Commercial Leases Act 1995 (SA)
Leases (Commercial and Retail) Act 2001 (WA)
Business Tenancies (Fair Dealings) Act 2009 (NT)

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Responsible Authority as the case requires superannuation including the Australian Taxation Regulation Authority and the Australian Securities

Security Interest any mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or compliance with any other obligation

Separately Assessed in reference to Variable Outgoings all Rates and Taxes, Insurance Premiums and Services that are separately assessed to the Tenant, imposed on the Tenant or billed to the Tenant

Services the services running through or servicing the Premises including without limitation:

- (a) cleaning of the Premises including cleaning of the windows, common areas and toilets
- (b) toilet requisites including rental of sanitary disposal unit
- (c) lighting and power including common area lighting and power
- (d) provision and maintenance of fire fighting equipment including fire sprinklers
- (e) all costs (including electricity and any other source of power used) associated with the running maintenance and repair of all air-conditioning, ventilation heating or cooling plant and equipment and including without limiting the generality of the aforesaid fees or premiums payable to specialist contractors and or the wages paid to permanent staff employed and the cost of materials used by the Landlord in or about the maintenance or servicing of such plant and equipment and also including all costs incurred in relation to any periodical maintenance and or service arrangements entered into or arranged by the Landlord or howsoever otherwise arranged or entered into in respect of such plant and equipment including the cost of any parts and or labour charged or incurred in relation to it
- (f) water and sewerage
- (g) gas
- (h) telecommunications
- (i) such other services as are properly and reasonably required for the proper care and conduct of the Premises

SIS Act *Superannuation Industry (Supervision) Act 1993*

SIS Legislation all superannuation acts, including, together with their regulations and administrative guidelines, including, by way of example:

- (a) SIS Act and SIS Regulations
- (b) *Superannuation Legislation (Consequential Provisions) Act 2011*
- (c) *Superannuation (Financial Assistance) Act 1993*, *Superannuation (Resolution of Complaints) Act 1993* (Rollover Benefits) Levy Act 1993
- (d) *Superannuation Industry (Supervision) Act 1993*, *Superannuation Supervisory Levy Act 1993*
- (e) *Occupational Superannuation Standards Act 1993*
- (f) *Superannuation Act 2005*, *Superannuation Act 1976*
- (g) *Superannuation (Productivity Benefit) Act 1993*
- (h) *Superannuation Benefits (Supervisory Measures) Act 1993*
- (i) *Superannuation (Family Law - Superannuation) Act 1996*, *Superannuation (Family Law - Superannuation) Act 1996*
- (j) *Superannuation Guarantee (Administration) Act 1992*

SIS Regulations *Superannuation Industry (Supervision) Regulations 2001*

Superannuation law includes:

- (a) SIS Legislation
- (b) any common law or law including the *Compulsory Superannuation Act 1991*, relating to superannuation
- (c) any lawful requirement to the self-managed superannuation fund by a Responsible Authority
- (d) any other body that has responsibility for the regulation of superannuation including an Asset-test Exempt Pension, as defined under *Social Security Act 1991* and *Veterans Entitlement Act 1986*
- (e) changes to any superannuation law after the date of the self-managed superannuation fund deed
- (f) any proposed law or lawful requirement that the trustee believes may have retrospective effect

Tenant the person specified in the Reference Schedule, and includes a reference to an assignee, a sub-tenant or any other person having a right to possess, use or occupy the Premises

Tenant's Business the business carried on, at or from the Premises

Tenant's Employees, Agents and Customers each of the Tenant's employees, officers, agents, contractors, service suppliers, sublessees, licensees, concessionaires, customers and those other persons who at any time are under the control of the Tenant and are in or on the Premises with the consent (express or implied) of the Tenant

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Tenant's Property any plant or equipment, fittings, furniture and furnishings or other property in or on the Premises supplied by the Tenant except any item which has become a fixture

Term the term specified in the Reference Schedule and includes a reference to any shorter term in the event of the early termination of the Term and, when the context so requires, includes any period of holding over and any additional term

Variable Outgoings all Rates and Taxes, Insurance Premiums and Service charges excluding those payable by the Landlord, if any, as specified in the Reference Schedule

24. Interpretation

In this Lease, unless the contrary intention appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Lease Start Date;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an Authority;
- (d) a reference to 'Landlord' or 'Tenant' includes a reference to its executors, administrators, successors, and assigns;
- (e) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) an obligation of, or a representation or warranty by two or more persons binds them jointly and severally;
- (g) a reference to a clause or a schedule is a reference to a clause or a schedule in this Lease;
- (h) a reference to anything (including any amount or the Premises) is a reference both to the whole and any part of it;
- (i) each obligation of the Landlord or the Tenant to the other of them has effect as a covenant; and
- (j) a reference to a month is a reference to a calendar month.

Meaning of 'including' and 'include'

Where in this Lease, the word 'including' or 'include' is used, it is to be taken to be followed immediately by the words: 'but not limited to' or 'but are not limited to' as the case requires.

25. Governing law and jurisdiction

This Deed is governed by the laws applicable in the State in which the Landlord is situated, as evidenced by the Landlord's address in this Deed, and where more than one Landlord, then the first Landlord's address. Each Party submits to the non-exclusive jurisdiction of the courts of that jurisdiction. However, at no times if the lease is a Retail Lease is that Retail Lease jurisdiction ousted or in any way diminished.

EXECUTED as a Deed on20.....

SIGNED, SEALED AND DELIVERED by
Lynn Lu, as Landlord:

Lynn Lu

(Signature of witness)

(Name of witness)

SIGNED, SEALED AND DELIVERED by
Abby Lee Rotto, as Tenant:

Abby Lee Rotto

(Signature of witness)

(Name of witness)

EXECUTED for and on behalf of
Accounting Solutions Pty Ltd
ACN 435 365 645, as
Tenant, by authority of its Directors
in accordance with section 127 of the
Corporations Act 2001 (Cth)

Signature of Director or Secretary

Signature of Director (if a 2nd)



39 Stirling Highway
Nedlands WA 6009

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Toll Free Number: 1800 14 16 12
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Our Reference: bkd:43744
Enquiries: Dr Brett Davies
Direct Telephone: 08 6389 0400
Email: brett@legalconsolidated.com

Thursday, 13 July 2017

Lynn Lu
318 Russell Street
Melbourne VIC 3000

Commercial Lease Agreement

Thank you for building your Commercial Lease Agreement on our website.

This Commercial Lease Agreement creates legally enforceable rights between the Landlord and Tenant.

Features of this Commercial Lease Agreement include:

Assignment and subletting

The Tenant has no authority to sublet or assign, under this agreement, unless the Landlord and Tenant mutually agree otherwise – the 'waive and variation' clause will permit subletting and assignment, should it be the mutual wishes of the Landlord and Tenant.

Damages

In the event of default, the landlord is entitled to recover liquidated damages from the Tenant – a standard formula is used to calculate this in most commercial lease agreements drafted by law firms.

Waiver and variation

Subject to a written agreement, signed by the Landlord and Tenant, the Landlord or Tenant has the power to waive a term of the lease. A term of an agreement that is 'waived' is one that no longer applies, and therefore one that parties are not bound by.

Variable Outgoings

The Tenant is responsible for paying all the Variable Outgoings of the lease. If there is a particular outgoing under Clause 2 that the Landlord will pay, cross out the word 'Tenant' next to the outgoing and write 'Landlord'. When the agreement is signed, the Landlord and Tenant must both initial the correction.

Are the Premises owned by a Self-Managed Superannuation Fund?

The objective of a self-managed superannuation fund (SMSF) is to benefit its members upon retirement. There are laws regulating how commercial property held in SMSFs can be leased to related parties. Related parties in SMSFs can be members of the fund and

their relatives (including parents, grandparents, children, brothers, sisters, uncles, nieces, nephews, lineal descendants and any of their spouses).

If you are the trustee of an SMSF, and the property you are leasing is owned by the SMSF, your Commercial Lease Agreement must comply with Australian Superannuation law. If your SMSF is non-compliant, you risk the Australian Taxation Office applying penalties and additional taxes.

This Commercial Lease Agreement has been drafted by us to comply with the requirements of Australian Superannuation law for SMSFs.

The important factors when leasing commercial property owned by a self-managed superannuation fund to a related party are:

1. a written lease agreement
2. an arm's length transaction – the trustee cannot give 'special treatment' to a related party through a lease for commercial property belonging to the fund. The rent must, therefore, be at market rate
3. the rent should be paid duly, according to the terms of the commercial lease agreement
4. the trustee must take appropriate action to remedy or enforce breaches of the commercial lease agreement

The trustee of the fund is required to evidence to the fund auditor that no advantage is conferred upon the related party leasing the premises.

Leasing commercial property for a retail shop?

Your Commercial Lease:

- * complies with the Retail Leasing legislation throughout Australia
- * provides low-cost dispute resolution
- * reduces unconscionable conduct claims against the Landlord

In Australia, there are two types of leased properties: residential and commercial. To break that down further, commercial leases are either: 'commercial' or 'retail'. Each State regulates both.

'Commercial' leases are for offices, warehouses and industrial sites. Generally this is where there is little 'retail' activity. A 'commercial' lease ignores rules that protect the tenant. The tenant and landlord have equal power.

However, 'retail' tenants are 'at the mercy' of the big shopping centre owners. Shopping centres control 38% of Australian retail space. There is \$45B of shopping centres in the 6 biggest owners. They are: Westfields, CFX, Federation, AMP, Dexus and Lend Lease. Therefore, in the interest of 'fairness', the 'retail' landlord's powers are restricted.

It may be difficult to decide if the commercial property is 'retail' or not. For example, an accountant, dentist and financial planner may have shop fronts. If they are:

1. in a shopping centre (usually 5 or more shops) and sell goods & services then they are likely to be 'retail' leases
2. not in a shopping centre then they are likely to only be 'commercial' leases

To add complexity, each State has exceptions as to what is a 'retail' lease. For example, in NSW the lease is not 'retail' if:

- (a) the shop's lettable area is over 1,000m²
- (b) the tenant operates the shop as part of its cinema, bowling alley or skating rink
- (d) it is in an office tower which is part of a shopping centre

Your lease works for both 'commercial' and 'retail' leases. If the lease is 'retail' (or becomes 'retail' later) then the lease is read down to comply with:

Retail Leases Act 1994 (NSW)

Retail Leases Act 2003 (Vic)

Retail Shop Leases Act 1994 (QLD)

Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA)

Fair Trading (Code of Practice for Retail Tenancies) Regs 1998 (TAS)

Retail & Commercial Leases Act 1995 (SA)

Leases (Commercial and Retail) Act 2001 (ACT)

Business Tenancies (Fair Dealings) Act 2003 (NT)

For example:

If the lease is 'retail' then your lease is read down to comply with the rules in the relevant State and Territory. For example, if the lease is 'retail':

1. the Landlord provides a disclosure document seven days before the lease is signed. It summarises the lease. It also provides extra information about the shopping centre and all costs under the lease
2. the Tenant gets additional protection for any landlord unconscionable (unfair) conduct
3. the cost of preparing the lease or mortgagee's consent is paid by the Landlord
4. any rights of early termination or compensation under the 'retail' lease are preserved

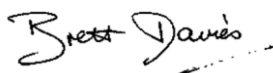
If you are not sure whether your commercial property is 'retail' or not then please telephone us.

Conclusion

This now concludes the matter. Thank you for your instructions.

If I can further clarify the above, you are welcome to contact me on my direct telephone number (08) 6389 0400.

Yours sincerely,



Dr Brett Davies, CTA, AIAMA, BJuris, LLB, Dip Ed, BArts(Hons), LL.M, MBA, SJD
LEGAL CONSOLIDATED BARRISTERS & SOLICITORS