



# REINSW RETAIL LEASE

Suitable for shops and other retail premises subject to the Retail Leases Act 1994 where the term of Lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on 17 / 11 / 2020

at Windang in the State of New South Wales.

## PARTIES

Between Frank Normoyle Pty Ltd	Landlord
(Name, address and ABN)	
C/O 231 Windang Road Windang NSW 2528	
whose agent is AAM Delta t/a MMJ South	Agent
(Name, business address and ABN)	
231 Windang Road Windang NSW 2528	33 129 134 158
and Sarah John t/a SJ Massage Therapy Service	Tenant
(Name, business address and ABN)	
132 Princes Hwy Figtree NSW 2525	
Frank Sebastopoli	Guarantor
(Name, business address and ABN)	

## GST REGISTRATION

The Landlord is registered for GST.  Yes  No

The Tenant is registered for GST.  Yes  No

## PREMISES

The Landlord leases the premises known as Shop 1/122 Wentworth Street Port Kembla NSW 2505 (the Premises) including all fixtures, fittings and equipment listed in the lessors disclosure statement provided by the Landlord to the Tenant.

## PERMITTED USE

The Premises shall be used only as Massage Therapy

## RENT

Except as otherwise provided the rent shall be \$ 1516.66 excluding GST (incl GST)

per Month commencing on 10 / 11 / 2020

and payable in advance by the Tenant on the 23rd day of every Month to the Landlord/Agent at the above address or at any other reasonable place as the Landlord/Agent notifies in writing.

## SECURITY BOND/DEPOSIT (tick applicable box)

One month rent as referred to in Clause 37a  OR 37b

## TERM

The term of the lease shall be Three (3) years commencing on 26 / 11 / 2020 and ending on 25 / 11 / 2023

## OPTION

Subject to Clause 30 of this lease the Landlord/Agent offers a renewal of this lease for a further term of Nil years.

## HOLDING OVER

Unless either party gives the other written notice of termination in accordance with Clause 32a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

## OUTGOINGS (tick applicable box)

The Tenant's percentage of outgoing to be paid in accordance with Clause 17a is As per annexures %

OR The Tenant's percentage of any increases in outgoing to be paid in accordance with Clause 17b is Nil %

## INSURANCE

The amount of cover for public liability referred to in Clause 15e is \$ 20,000,000.00 plus plate glass

## CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the Conveyancing Act 1919 which are not expressly negated or modified by this lease.

NOTE It is advisable for the Tenant to insure the Tenant's own property

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## THE LANDLORD AGREES

### Possession

1. To give possession of the Premises to the Tenant on the day on which the term of the lease commences.

### Condition of Premises

2. To ensure that the Premises are in a reasonably fit condition for use at the commencement of the lease.

### Security

3. To ensure that all external doors and windows contain locks and catches in working order at the commencement of the lease.

### Insurance

4. To insure the Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots/civil commotions and malicious damage).

### Use of Premises

5. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

### Rates and Taxes

6. To pay council, water and sewerage rates, land tax and other levies promptly.

### Lease copy

7. To provide the Tenant within one (1) month after:
  - a notice of mortgage consent, if required;
  - b execution of the lease; and
  - c stamping, if applicable

with a copy of the lease.

### Tax Invoices and Receipts

8. To issue rent receipts and tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

## THE TENANT AGREES

### Rent

9. To pay the rent promptly and in advance and in the manner that the Landlord may direct from time to time.

### Consents

10. To obtain at their own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being the use and/or fit-out for which the Premises are leased).

### Charges

11. To pay all charges for gas, electricity and telephone and any water, garbage or sanitary rates or charges relating to the Tenant's use of the Premises.

### Care of Premises

12. To take care of the Premises and to keep them in a clean condition and in particular:
  - a To make no alterations or additions to the Premises, including the erection of any sign or antenna, without the prior written consent of the Landlord.
  - b To do no decorating that involves marking, defacing or painting any part of the Premises without the prior written consent of the Landlord.
  - c To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
  - d To keep no animals or birds on the Premises without the prior written consent of the Landlord.
  - e To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
  - f To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
  - g To notify the Landlord promptly of any loss, damage or defect in the Premises.
  - h To notify the Landlord promptly of any infectious disease or the presence of rats, cockroaches or similar pests.

### Permitted Use and Occupation

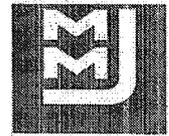
13.
  - a To use the Premises for the purpose stated on the front page of this lease and not for any other purpose.
  - b Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use.

### Rules and Regulations

14. To ensure that they, their employees, licensees and agents observe, obey and perform the rules and regulations forming part of this lease and such further rules and regulations as the Landlord may from time to time make and communicate to the Tenant (not being inconsistent with this lease) for the safety, care and cleanliness of the Premises and the building.

### Insurance

15.
  - a To do nothing in the building or keep anything therein that would increase the insurance premium payable by the Landlord in relation to the building except with the prior written consent of the Landlord.
  - b To do nothing which would make any insurance policy void.



- c To insure all external fixed glass and window frames for which the Tenant is responsible.
- d To pay any insurance premiums payable by the Landlord increased as a result of the Tenant's actions.
- e To insure for public risk covering liability in respect of bodily injury, property damage, product liability and contractual liability arising from the occupation and use of the Premises by the Tenant for the minimum amount as noted on the front page of the lease.

#### Indemnity

- 16. a To compensate and meet all claims of:
  - i the Landlord for the loss of or damage to part or whole of the Premises,
  - ii any person for the loss of or damage to their personal property,
  - iii any person for personal injury or death, as a result of any accident or neglect or a deliberate or careless act on the Premises or a breach of any conditions of the lease by the Tenant, their employees or agents or any person present on the Premises with the consent of the Tenant, their employees or agents.
- b In such circumstances, the Tenant shall meet all claims whether they are made directly against them or against the Landlord. Any resultant repairs to the Premises or to any other parts of the building shall be carried out at the expense of the Tenant by a builder or tradesperson approved by the Landlord.

#### Outgoings

- 17. a To reimburse the Landlord immediately, when requested, for the Tenant's percentage of outgoings noted on the front page 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. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.
- b To reimburse the Landlord immediately, when requested, for the agreed percentage of all increases in 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 above the level at 30 June immediately preceding the commencement of the lease. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.

#### Disclosure

- 18. a That they received and read and obtained their own independent legal and financial and other advice on all of the disclosure materials as required by the Retail Leases Act 1994 such as a draft lease, the lessor's disclosure statement and the retail tenancy guide before entering into the lease.
- b That they have provided a lessees disclosure statement as required by the Retail Leases Act 1994.

#### BOTH PARTIES AGREE THAT

##### Unforeseen event

- 19. If something happens to the Premises so that the whole or a substantial part can no longer be occupied and the parties are in no way responsible, then either party shall have the right to terminate the lease on the giving of seven (7) days notice in writing.

##### Inspections

- 20. The Landlord or Agent shall inspect the Premises at the commencement of the lease and on its termination and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances.

##### Repairs

- 21. a The Tenant shall have repaired in a proper manner any damage to the Premises resulting from neglect or a deliberate or careless act or a breach of any condition of the lease by the Tenant or any person on the Premises with their consent.
- b Except as in Clause 21a, the Landlord shall carry out without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, having regard to the condition of the Premises at the commencement of the lease and having regard for fair wear and tear.

##### Access

- 22. a The Landlord shall respect the Tenant's right to privacy.
- b The Tenant shall allow access to the Landlord or Agent:
  - i when it is reasonable that they or either of them should view the condition of the Premises or to carry out repairs.
  - ii to erect "to let" signs in accordance with the Retail Leases Act 1994 and to show the Premises to prospective tenants after notice terminating the lease has been given; or
  - iii to erect "for sale" signs and to show the Premises to prospective purchasers after the Landlord has given reasonable notice to the Tenant of their intention to sell.
- c The Landlord shall give the Tenant reasonable notice of the time and date for such access. As far as possible it shall be convenient for both parties.
- d The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

##### Costs

- 23. a Each party shall pay their own legal costs in relation to the preparation of this lease.
- b The Tenant shall pay all reasonable costs in connection with making an amendment to this lease that was requested by the Tenant other than:
  - i an amendment to insert or vary particulars of the Tenant, the rent or the term; or
  - ii an amendment to remedy a failure by or on behalf of the Landlord to include or omit a term of this lease that was, at the time of the failure to include or omit, agreed between the Landlord and the Tenant to be included in or omitted from the lease; or
  - iii an amendment requested before the Landlord was given a lessee's disclosure statement.
- c The Tenant shall pay the registration fees payable (if any) in connection with this lease.



- d The Landlord shall provide the Tenant with a copy of any account presented to the Landlord in respect of any costs referred to in Clause 23b.
- e The Landlord shall pay any mortgagee consent fees in connection with this lease.

#### GST

24. Any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are expressed inclusive of the Goods and Service Tax ("GST"), (if any), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this lease will be varied accordingly.

#### Statutes

25. Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to work, health, safety, noise and other standards with respect to the Premises.

#### Notices

26. Any written notice required or authorised by the lease:
- a Shall be served on the Tenant personally or by pre-paid post or by facsimile transmission to the Premises or by being left there in the post box, if any, at the address.
  - b Shall be served on the Landlord or Agent personally or by prepaid post or by facsimile transmission to their address as shown in the lease or as notified in writing.
  - c Shall be deemed to be served on the second business day after posting where it has been sent by pre-paid post.
  - d May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required length of notice.
  - e Shall be served on either party to the email address of the addressee or such other email address notified as being the email address to use.
  - f An email will be deemed to have been served if:
    - i where an email is sent during the period between 8:00am to 6:00pm on a business day, upon the return of a receipt which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of 6:00pm on the day the email was sent; or
    - ii where the email is sent after 6:00pm on a business day or on a non-business day, the email will be deemed to be received at 8:00am on the next business day.

#### Mitigation

27. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

#### Disputes

28. In any dispute or proceeding between the parties, both shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.

#### Payment after Notice

29. a After a notice terminating the lease or demanding possession has been given, any acceptance of or demand for rent or money by the Landlord shall not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- b Where the Tenant unlawfully remains in possession after the termination of the lease, the Landlord shall be entitled, in addition to any other claim, to payment equal to the rent as compensation for the Tenant's use and occupation of the Premises.

#### Renewal

The Tenant shall give the Landlord or the Agent not more than six (6) months and not less than (3) months prior to the expiration of the term granted in this lease notice in writing if they wish to take a renewal of the lease for the further term offered. Provided the Tenant has duly and punctually paid the rent and shall have duly performed and observed on their part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the Landlord will grant to the Tenant the further term at the current market rent notified in writing by the Landlord. If the parties do not agree as to the current market rent then the rent is to be determined in accordance with Clause 36a ii.

#### Expiry of Term

31. a Not less than six (6) months and not more than twelve (12) months before the expiry of the lease term the Landlord shall by written notification to the Tenant either:
  - i offer the Tenant a renewal or extension of the lease on terms specified in the notification; or
  - ii inform the Tenant that the Landlord does not propose to offer a renewal or extension of the lease.
- b A notification to the Tenant in accordance with Clause 31a.i. shall include terms as to rent and may specify that the Landlord intends to allow the Tenant to remain in possession as a periodic tenant under the holding over provisions of the lease.
- c In the event that the lease is for a term of twelve (12) months or less, the periods of twelve (12) and six (6) months referred to in Clause 31a are shortened to six (6) and three (3) months respectively.

#### Termination

32. a Upon the expiry of the lease term or where the lease has become a periodic lease from month to month, either party may terminate it by giving one (1) month's written notice to the other party.
- b The Landlord shall have the right to re-enter the Premises peacefully or to continue the lease as a periodic lease from week to week;
  - i where the Tenant has failed to pay rent for a period in excess of fourteen (14) days, whether formally demanded or not;
  - ii where the Tenant has seriously or persistently breached any of the conditions of the lease; or
  - iii upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents.



- c Section 85(1)(d) of the Conveyancing Act 1919 as amended is hereby varied accordingly.
- d If the Landlord intends to exercise their right to continue the lease as a periodic lease from week to week, they shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the lease. Upon service of the notice, the lease shall continue with all its conditions, except for the term and holding over conditions, as a periodic lease from week to week which may be terminated by seven (7) days' written notice from either party.
- e The Landlord shall have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- f The Tenant shall have the right to terminate the lease if the Landlord has seriously or persistently breached any of its conditions. The Tenant shall give the Landlord written notice of a reasonable period, of no less than fourteen (14) days indicating at the same time the nature of the breach.
- g Any action by the Landlord or the Tenant in accordance with Clauses 32b, d, e, or f, shall not affect any claim for damages in respect of a breach of a condition of the lease.
- h Upon the termination or expiry of the lease the Tenant must remove their own fixtures and shall remove their signs provided that any damage or defacement occasioned to any part of the Premises in the course of such removal shall be remedied by the Tenant immediately or, if they fail to do so, by the Landlord at the Tenant's expense.
- i Upon the termination or expiry of the lease for any reason the Tenant shall promptly and peacefully give the Landlord vacant possession of the Premises in the condition and state of repair required by Clauses 12 and 21a of the lease and shall, at the same time, hand over all keys.

#### Sub-leasing, etc

33. The Landlord may, at their absolute discretion refuse consent to:
- a the grant of any sub-lease, licence or concession;
  - b the Tenant parting with possession; or
  - c the Tenant mortgaging or otherwise encumbering the Tenant's estate or interest in the lease.

#### Assignment

34. a The Tenant shall not assign their interest in the whole or any part of the Premises without the written consent of the Landlord.
- b The Landlord shall not withhold consent to any assignment unless:
- i the proposed assignee proposes to change the use to which the Premises are put;
  - ii the proposed assignee has financial resources or retailing skills that are inferior to those of the Tenant; or
  - iii the Tenant has not complied with Section 41 of the Retail Leases Act 1994.
  - iv in the case of a retail shop lease awarded by public tender, the proposed assignee fails to meet any criteria of the tender.
- c The Tenant shall pay the Landlord all reasonable legal or other expenses incurred in connection with giving consent to the proposed assignment.

#### Guarantor

35. In consideration of the Landlord leasing the premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators by their execution of this lease unconditionally agree that they and each of them, together with the Tenant, will be jointly and severally liable to the Landlord for the payment of rent and all other monies payable by the Tenant and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in the lease. It is further expressly agreed and declared that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors.

#### Rent Review (tick appropriate box - if no choice is selected, Clause 36b i is deemed to be selected)

36. a i The rent payable by the Tenant shall 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.
- ii 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 pursuant to the Retail Leases Act 1994 appointed by agreement between the parties or, failing such agreement, by a specialist retail valuer appointed by the Registrar of the Retail Tenancy Disputes pursuant to the Retail Leases Act 1994.

#### OR

36. b i The rent payable by the Tenant shall be reviewed on the basis that the Landlord shall be entitled by serving on the Tenant 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.
- ii The revised rent shall 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.

#### OR

36. c The rent payable by the Tenant shall be adjusted by the monetary or percentage amount and on the dates as specified in the Special Conditions to the lease.

#### Security

37. a As security for the performance and observance by the Tenant of the terms and conditions of the lease, the Tenant shall on or before the commencement of the term obtain and maintain at their own expense and furnish to the Landlord a continuing guarantee or bond from a bank licensed to carry on banking business in Australia and approved by the Landlord whereby the Bank agrees that it will pay to the Landlord an amount not exceeding the sum noted or calculated on the front page of the lease. The guarantee or bond must be in favour of the Landlord and noted to cover "all the Tenant's obligations under the Lease".

**OR**

37. b As security for the performance and observance by the Tenant of the terms and conditions of the lease, the Tenant shall pay to the Landlord a security deposit in the amount noted on the front page of the lease which shall be paid to the Secretary of the Department of Planning, Industry and Environment to be held in accordance with the Retail Leases Act 1994.

**Relocation**

38. If the Landlord wants to refurbish, redevelop or extend the building or any part thereof and requires the leased Premises or any part thereof then the Landlord may give the Tenant a relocation notice in accordance with the Retail Leases Act 1994. The Tenant acknowledges that the Landlord has the right to relocate the Tenant at any time throughout the term provided the Landlord complies with all and any requirements of the Retail Leases Act 1994 and at law.

**Demolition**

39. If the Landlord wants to demolish, substantially repair, renovate or reconstruct the building or any part thereof which contains the leased Premises and which cannot be carried out practicably without vacant possession of the Premises, then the Landlord may do so provided the Landlord gives the Tenant sufficient details and notice in accordance with the Retail Leases Act 1994 and at law. The Tenant acknowledges the Landlord has the right to terminate the lease for any or all of these events provided the Landlord complies with the requirements of the Retail Leases Act 1994 and at law.

**Strata Title Conversion**

40. The Landlord may register a strata plan insofar as the same relates to the building or any part of it. The Landlord will if required by law request the consent of the Tenant to the registration of the strata plan such consent must not be unreasonably withheld by the Tenant and if requested the Tenant will provide their written consent to the strata plan to the Land and Property Information or any other government authority. After registration of the strata plan the Tenant will comply with any by-laws which are not inconsistent with the terms of this lease.

**Interpretation**

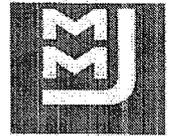
41. a "Agent" in context with "Landlord" includes the Landlord's estate agent or managing agent and any other person authorised to act on behalf of the Landlord.  
 b "Landlord" includes the heirs, executors, administrators and assigns of the Landlord, and where the context permits, includes the Landlord's Agent.  
 c "Tenant" includes the executors, administrators and permitted assigns of the Tenant.  
 d "Fixtures" includes fittings, furnishings, furniture, appliances, plant, machinery and equipment.  
 e "Month" means calendar month.  
 f "Term" means the term of this lease.  
 g Where the context permits, words expressed in the singular include the plural and vice versa and words referred to a person include a company.  
 h Where two or more Tenants or Landlords are parties, the terms and conditions of the lease shall bind them jointly and severally.  
 i When this lease is signed by both parties and witnessed, it shall operate as a deed at law from that time.  
 j Headings in bold have been inserted to assist the parties but do not form a legal part of the lease.

**Personal Property Securities Act 2009 (Cth)**

42. a In this clause words and expressions that are not defined in this lease but which have a defined meaning in the Personal Property Securities Act 2009 (Cth) have the same meaning as in the Personal Property Securities Act 2009 (Cth).  
 b The Tenant:  
 i charges its interest in the Tenant's Personal Property in favour of the Landlord, as security for the performance of the Tenant's obligations under this lease;  
 ii acknowledges and agrees that the charge granted by the Tenant under sub-clause (i) above constitutes the grant of a Security Interest which the Landlord is entitled to register; and  
 iii must do all things required by the Landlord from time to time (including signing any documents required by the Landlord) to enable the Landlord to register its Security Interest in the Tenant's Personal Property.  
 c On default by the Tenant under this lease the Landlord may take possession of any item of the Tenant's Personal Property, dispose of that item and apply the proceeds of the disposal less the cost of the disposal to pay any money owed to the Landlord under this lease.  
 d The Tenant:  
 i warrants that it has not granted a Security Interest in the Tenant's Personal Property on or prior to execution of this lease;  
 ii must not create a Security Interest in respect of any Tenant's Personal Property in favour of any person other than the Landlord without the Landlord's prior written consent, which consent may be granted or withheld in the Landlord's absolute discretion; and  
 iii must not create a Security Interest in any Leased Personal Property.  
 e The Tenant acknowledges and agrees that:  
 i it has no right and waives any entitlement under the Personal Property Securities Act 2009 (Cth) to receive a copy of any verification statement or financing change statement from the Landlord; and  
 ii at the end of the lease, the Tenant must sign (and procure any holder of a registered Security Interest to sign) any document that the Landlord considers necessary or desirable under or as a result of the Personal Property Securities Act 2009 (Cth) to discharge any registered Security Interests in the Leased Personal Property or the Tenant's Personal Property.

**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by both parties and attached.



We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD**

Signed for and on behalf of  
owner - Adam Martin (Agent)

in the presence of: Kristie Fenwick  
Name of Witness  
[Signature]  
Signature of Witness

[Signature]  
Signature of Landlord

**SIGNED BY THE TENANT**

in the presence of: Kristie Fenwick  
Name of Witness  
[Signature]  
Signature of Witness

[Signature]  
Signature of Tenant

**SIGNED BY THE GUARANTOR**

in the presence of: Kristie Fenwick  
Name of Witness  
[Signature]  
Signature of Witness

[Signature]  
Signature of Guarantor

**THE COMMON SEAL of**

was hereunto affixed by  
the authority of the the  
Board of Directors and  
in the presence of:

Secretary

**THE COMMON SEAL of**

was hereunto affixed by  
the authority of the the  
Board of Directors and  
in the presence of:

Secretary

## ANNEXURE 'A' TO RETAIL LEASE

PROPERTY: Shop 1/122 Wentworth Stree Port Kembla  
LANDLORD: Frank Normoyle Pty Ltd  
TENANT: Sarah John t/a SJ Massage Therapy Services

### 1. INSURANCE

In addition to the provisions of Condition 15 of the lease, the Tenant covenants with the Landlord:

- (a) To effect and keep current a Public Risk policy for not less than \$20,000,000.00 for the term of this Lease and any renewal thereof and at all times pay the premiums of such policy.
- (b) Not to permit or suffer to be done any act matter or thing upon the demised premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or (except with the approval of the Landlord) whereby the rate of premium on any insurances shall be liable to be increased.
- (c)
  - (i) Without prejudice to the generality of the preceding subclause the Tenant will not (other than in accordance with the specified use of the demised premises approved by the Landlord) store chemicals inflammable liquids acetylene gas or alcohol volatile or explosive oils compounds or substances upon the demised premises and will not use any of such substances or fluids in the demised premises for any purpose.
  - (ii) The Tenant will from time to time as and when required by notice in writing from the Landlord pay all extra premiums of insurance of the demised premises and its contents if any be required on account of extra risk caused by the use to which the demised premises are put by the Tenant with the approval of the Landlord.
  - (iii) The Tenant will comply with insurance sprinklers and/or fire alarm regulations in respect of any partitions which may be created by the Tenant upon the demised premises. The Tenant will pay to the Landlord the cost of any alterations to the sprinkler and/or fire alarm installation which may become necessary by reason of the non-compliance by the Tenant with the regulations of the Fire and Accident Underwriters Association or the requirements of the insurer.
  - (iv) The Tenant will pay the amount of premium payable in respect of the insurance on the plate glass window or windows on the premises.
  - (v) The Tenant will in respect of any Policy of Insurance to be effected by the Tenant hereunder if required by the Landlord forthwith produce to the Landlord the Policy of Insurance and the receipt for the last premium.

Tenant Initials

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## 2. CARE OF PREMISES

The Tenant shall not without the written consent of the Landlord first had and obtained (which consent shall not be unreasonably withheld) do or suffer to be done any of the following:

- (a) Paint affix or erect on any part of the exterior of the premises any notices advertisements signs or other devices without the consent in writing of the Landlord.
- (b) Bring upon the demised premises any heavy machinery or other plant or equipment of such nature or size as shall cause any structural or other damage to the floors or walls or any other part of the demised premises.
- (c) Install any partitioning work and/or equipment or other installations which shall cause damage to the demised premises.
- (d) Permit any rubbish or garbage to accumulate on the demised property or the buildings in which same are located or any other part of the whole of the demised land unless confined in suitable containers so located in a position approved by the Landlord.
- (e) At its own cost keep the demised property free and clear of pests, insects, rodents and vermin.
- (f) Upon end of Lease term, leave the premises in the same condition as at the commencement of the tenancy, having regard to its condition as at the date of commencement of this lease and allowing for fair wear and tear.
- (g) On the proviso that all lighting is operational at the commencement of the Lease, the Tenant shall be responsible for the replacement of any/all globes/fluorescent tubes during the term of the Lease.

## 3. ACKNOWLEDGEMENTS

- (a) 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 demised premises for any purpose for any business to be carried on therein or as to the fittings finish facilities and amenities of the demised premises, and all warranties, if any implied by law, are hereby so far as legally possible expressly negative.
- (b) In the event that the Landlord shall re-enter the demised premises he may remove the Tenants effects from the premises and store the same at the Tenants expense and if the Tenant shall not have paid the cost of removal and storage of the same and collected the said effects from storage within one month after the same shall have been lodged for storage then the Landlord may sell the effects at auction and apply the proceeds in or towards payments of storage and other expenses incurred in connection therewith.

Tenants Initials

CH. SJ

#### **4. TENANT PAYMENTS**

The Tenant will pay for all electricity, 25% water usage, effluent removal, garbage, telephone and or other utility services charges consumed or required by the Landlord upon the demised premises.

#### **5. COMMON AREAS**

All common areas and car parks shall without limiting the generality of the rights of the Landlord at all times be subject to the exclusive control and management of the Landlord and the Landlord shall have reasonable rules and regulations with respect to same and the Tenant agrees to abide by and conform therewith. Tenant has 2 car spaces available to use.

#### **6. STRATA SCHEMES**

Should the demised premises form part of a strata scheme, the By Laws and or Special Conditions relating to same shall be adhered to by the Tenant.

#### **7. INTEREST**

The Tenant shall pay interest at the rate of 12% per annum or a minimum of \$35.00, each and every time payment of rent is more than seven (7) days overdue, calculated from the due date to the day of payment.

#### **8. GOODS and SERVICES TAX (GST)**

The amounts stated to be payable by the Tenant to the lease is Exclusive of GST as the landlord is not currently registered for GST. However should the landlord become registered for GST, GST will be added.

- (b) The Tenant despite any other provisions of this lease must pay to the Landlord in addition to any other payments due to the Landlord under this lease, an amount equal to the GST imposed or levied on the Landlord in respect of any taxable supply pursuant to this lease.
- (c) Any payment in respect of GST pursuant to this clause by the Tenant to the Landlord must be paid at the time the payment of the relevant taxable Supply is due.
- (d) The Landlord may issue invoices to the Tenant for the amount of GST payable pursuant to clause 23.

Tenants Initials LS SJ

## 9. SECURITY BOND

- (a) Prior to the commencement of this lease, the Tenant will pay to the Landlord the sum of \$1516.66 on initial commencement of lease as a Security Bond. The Landlord shall be at liberty to apply the Security Bond or any part thereof towards payment of any amount due by the Tenant to the Landlord pursuant to the terms of this lease.
- (b) So long as the Tenant does all the things that must be done by the Tenant under this lease the Landlord upon demand from the Tenant shall refund the Security Bond held
- (i) Termination of the lease.
  - (ii) Early termination pursuant to Clause 31 of this lease.
  - (iii) Early termination by mutual consent between the Landlord and the tenant

## 10. AIR CONDITIONING SYSTEM, HWS & ALARM

Where the leased premises includes an air conditioning system, hot water unit and alarm the Lessee shall be responsible for the arrangement and payment of regular annual maintenance services, repairs and replacement as/if required. If the unit is not repairable a new unit will not be purchased by the landlord.

## 11. FIRE SAFETY

Where the leased premises include Fire Safety Measures, the Lessee shall be responsible for 100% payment of the half yearly and annual fire equipment service report/statement as required by the authorities and also pay the council fee applicable.

## 12. SPECIAL CONDITIONS

- a) The tenant will return the property to its original condition on expiry of lease and remove all belongings and rubbish. Any goods and chattels left at the premises will be treated as abandoned and will be disposed of at the TENANTS expense.
- b) The tenant will remove any additions including partition walls and repair the surface back to original condition as per photos before works were carried out floor is in very good condition. All works that wish to be carried out must be placed in writing to the agent and a response in writing from the agent to the tenant giving permission must occur before work can be carried out.

Tenant Initials FS SJ

**13. LIGHTS**

- a) On the proviso that all light globes/fluorescent tubes are operational at the commencement of the Lease, the Lessee shall be responsible for the replacement of any/all globes/fluorescent tubes during the term of the lease.

**14. METHOD OF RENT REVIEW**

The rental shall be increased on the anniversary of the lease commencement date annually by:

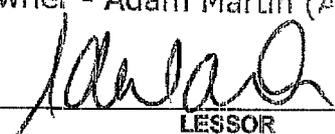
3% increase

**15. RENT FREE PERIOD**

The landlord has given a rent free set up period of 2 weeks this will commence On Thursday 26/11/2020 and finishes on the Wednesday 09/12/2020.

Signed for and on behalf of  
owner - Adam Martin (Agent)

SIGNED:

  
\_\_\_\_\_  
LESSOR

SIGNED:

  
\_\_\_\_\_  
LESSEE

DATE:

26-11-2020

DATE:

26/11/2020



### Schedule 2: Lessor's Disclosure Statement

#### Shop and lease details

##### Before signing this agreement:

Before signing agreements to a lease or leases, both the lessor and the lessee should ensure they fully understand the documents. If there is any doubt, you should seek independent legal advice.

1 Address of shop: Shop no. 1/122  
 Address  
Wentworth St Port Kernbla NSW Postcode 2505

2 Permitted use of shop  
Massage Therapy

3 Section 16 of the Retail Leases Act provides for a minimum term of 5 years for a retail shop lease. The 5 year term can be made up of an initial term and any combination of options (see Note 1).  
 Lease start date 26/11/2020 Lease end date 25/11/2023

4 Is there an option to renew the lease?  
 No   
 Yes  Option period / s \_\_\_\_\_  
 The first option to renew must be exercised between what dates?  
 \_\_\_\_\_ and \_\_\_\_\_

5 Is the rent and/or outgoings calculated on a per square metre basis  
 OR  
 Is the shop in a retail shopping centre (see Note 4 for definition)?  
 No   
 Yes  What is the lettable area in square metres? \_\_\_\_\_ m<sup>2</sup>

6 Will the lessee have to pay for any portion of work that the lessor will carry out in relation to finishes, fixtures, fittings, equipment and services?  
 No   
 Yes  Give details of those things for which the lessee is expected to pay and the amount to be paid

##### About your lease

When entering into a retail shop lease the following documents are required by law:

- The lease
- Lessor's Disclosure Statement
- Lessee's Disclosure Statement

##### Note 1: About the lease dates

Section 16 of the Retail Leases Act 1994 provides for a minimum term of 5 years for a retail shop lease. The 5 year term can be made up of an initial term and any combination of options. If the parties to the lease agree to a term of less than 5 years, the lessee must provide the lessor with a certificate from the lessee's solicitor or conveyancer indicating that:

- (a) the lessee's rights under Section 16 have been explained to them, and
- (b) the lessee has made a decision to accept a term of less than 5 years.

Making a decision about the viability of a retail business with a less than 5 year term should form part of the lease negotiation.

A pro forma Section 16 certificate is available for download from [www.retail.nsw.gov.au](http://www.retail.nsw.gov.au). It can be provided to the lessor within 6 months of entering into the lease. Without a Section 16 certificate, the lessee has the choice of extending the term of the lease to 5 years.

Attach a separate sheet if space is insufficient.

**Note:** The lessor's works are the works which must be done by the lessor's trade contractors or employees prior to the lessee fitout beginning. The cost of the lessor's work is to be agreed before works are carried out and if actual cost exceeds the agreed cost, the lessee is not liable to bear the difference.

## Fitout and rent details

PAGE 2 of 9

**Retail Tenancy Unit**  
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- 7 What work is the lessee expected to carry out in relation to the finishes, fixtures, fittings, equipment and services?

Nil

*Attach a separate sheet  
if space is insufficient.*

- 8 Are there any particular requirements regarding the quality and standard of the fitout, the fittings or the fixtures being undertaken by the lessee (see Note 2)?

No

Yes  ► Is there a guide available for the lessee setting out the standards?

Yes  ► Please attach the guide

No  ► Please provide details of the standards required

**Note 2: About the standard of fitouts**

*If the lessor requires a particular standard of construction for the fitout, the lessee is to be provided with a fitout guide setting out this information, with this disclosure statement.*

- 9 Are there any restrictions as to when the lessee can access the shop outside trading hours?

No

Yes  ► What times/days is the lessee unable to access the shop?

*Attach a separate sheet  
if space is insufficient.*

- 10 When will the shop be available for occupation/possession

This is the date the keys will be available to the lessee 26/11/2020

- 11 Details of the base rent and additional rent (include GST in these amounts)

Total annual base rent \$ 18,199.99 p/a

Total additional annual rent \$ Nil p/a

- 12 What method will be used to calculate any additional annual rent stated in Q11?

Fixed rate as per annexures

- 13 Date the rent will commence 26/11/2020

- 14 Rent reviews: frequency of rent reviews Annually on the 26<sup>th</sup> of November

Basis for review (how will the new rent be calculated)

3% increase

- 15 Give details of any current legal proceedings in relation to the lawful use of the premises/retail shopping centre

Nil

*Attach a separate sheet  
if space is insufficient.*

**Outgoings per annum**

16 State the estimates of any outgoings to be paid by the lessee in year one.  
These are amounts that are in **addition** to the rent.  
They are to be GST inclusive.

Services to the public		Costs to run centre	
Child minding	\$0	Air conditioning/ventilation	\$0
Car parking	\$0	Building intelligence & emergency systems	\$0
Public address/music	\$0	Electricity	\$0
Security	\$0	Energy management systems	\$0
Signs	\$0	Fire protection	\$0
Telephone (public)	\$0	Lifts & escalators	\$0
Uniforms	\$0	Gardening	\$0
<b>Administration costs</b>		Gas & oil	\$0
Agency fees	\$0	Insurance	\$0
Management fees (paid for management of centre)	\$0	Cleaning (consumables)	\$0
Management fees (administration cost to run the centre)	\$0	Cleaning (other)	\$0
<b>Government charges</b>		Pest control	\$0
Land tax	\$0	Repairs & maintenance	\$0
Local government rates and charges	\$0	Sinking fund for repairs & maintenance	\$0
Water, sewerage & drainage rates & charges	\$At cost	Strata levies	\$0
<b>Waste management costs</b>		<b>Other outgoings not listed above</b>	
Sewage disposal & sullage	\$ At cost		\$
Waste disposal & removal	\$ At cost		\$
			\$
			\$
<b>Sub total column A</b>	<b>\$</b>	<b>Sub total column B</b>	<b>\$</b>

17 Total of all outgoings for year one. **Grand total (A + B)** \$ At cost

18 What is the formula for apportionment of outgoings if the lessee is not liable for the total amount?

As per annexures

19 Additional outgoings to be borne by lessee  
Annual Fire Safety Statement

Attach a separate sheet if space is insufficient.

## Retail shopping centre details

23 Is the shop in a retail shopping centre (see Note 4)?  
 No  Sign at Q41 (you do not need to complete Q23 to Q40)  
 Yes  Complete Q23 to Q40 and sign at Q41.

24 Name of retail shopping centre  
 Nil

25 Address of retail shopping centre  
 Nil

26 Total number of retail shops in the retail shopping centre  
 Nil

27 Gross lettable area of the shopping centre Nil m<sup>2</sup>

28 Number of parking bays available for customers Nil  
 Number of parking bays reserved for the lessee Nil

29 Services and facilities provided by the lessor  
 Nil

30 Give the annual turnover of the retail shopping centre to the extent it is collected by the lessor for the previous accounting year.  
 (see Note 5) \$ 0 p/a

31 Give the annual turnover of specialty shops on a per m<sup>2</sup> basis for the previous accounting period (see Notes 5 and 6).

Annual turnover – food	\$ 0	per m <sup>2</sup>
Annual turnover – non food	\$ 0	per m <sup>2</sup>
Annual turnover – services	\$ 0	per m <sup>2</sup>

32 State the core trading hours (the times when the retail shops in the shopping centre are required to be open for business)

<input type="checkbox"/> Sunday	from	n/a	to	n/a
<input type="checkbox"/> Monday	from	n/a	to	n/a
<input type="checkbox"/> Tuesday	from	n/a	to	n/a
<input type="checkbox"/> Wednesday	from	n/a	to	n/a
<input type="checkbox"/> Thursday	from	n/a	to	n/a
<input type="checkbox"/> Friday	from	n/a	to	n/a
<input type="checkbox"/> Saturday	from	n/a	to	n/a
<input type="checkbox"/> Public holidays	from	n/a	to	n/a

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**Note 4: Definition of a retail shopping centre:**

A retail shopping centre is:

1. at least 5 retail shops  
and
2. all have the same owner, lessor, head-lessor or are part of a single strata plan  
and
3. are located in one building or in 2 or more adjoining buildings (can be joined by common area)  
and
4. promoted as, or generally regarded as shopping center, mall, court or arcade.

Attach a separate sheet if space is insufficient.

**Note 5: About Annual Turnover Disclosure**

The lessor is not liable for a claim under Division 2 of Part 7A of the Act for misrepresentation or for any error in the annual turnover of the retail shopping centre or specialty shops if the error is the result of inaccurate information provided to the lessor by the lessee(s).

**Note 6: About turnover breakdown**

This breakdown MUST not identify an individual lessee. For example, if there are only one or two food lessees in a centre, the food category would be excluded from disclosure, or incorporated in non-food or services and noted. This is to be provided to the extent it is collected by the lessor.

Retail shopping centre details continued

**Retail Tenancy Unit**  
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- 33 Will the lessee be required to contribute to the retail shopping centre advertising and promotions?  
No   
Yes  ▶ Lessee's contribution per annum (for year 1) \_\_\_\_\_
- 34 Is there a tenant/merchant association in the retail shopping centre?  
No   
Yes  ▶ Attach details of the constitution, voting rights and contributions
- 35 Attach a floor plan showing existing and proposed tenancy mix of the precinct and the location of common areas and kiosks within the precinct (see Note 7).
- 36 Is the lessor able to assure the lessee/assignee that the current tenant mix as shown on the attached floor plan will not be altered through the introduction of a competitor or any other type of tenant?  
No   
Yes
- 37 Are there any retail leases within the shopping centre where the lettable area is more than 1,000 m<sup>2</sup>?  
No   
Yes  ▶ Attach a list showing the month and year each lease will expire.
- 38 What is the total shopping centre traffic count where available for the previous accounting period?  
N/A
- 39 Are there any changes or developments planned by the lessor (or known to the lessor) for the retail shopping centre?  
No   
Yes  ▶ Give details

**Note 7: Tenancy mix**

*This arrangement applies at the date of this statement but may be changed from time to time subject to agreements or representations, details of which are given in this disclosure statement.*

*Attach a separate sheet if space is insufficient.*

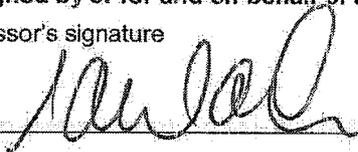
- 40 Are there any changes or developments planned by the lessor (or known to the lessor) for the surrounding roads?  
No   
Yes  ▶ Give details

*Attach a separate sheet if space is insufficient.*

**41 Signed by or for and on behalf of the Lessor**

Lessor's signature

Date



26-11-2020



Department of State and  
Regional Development

## Retail Shop Leases – Lessee Information

Retail Tenancy Unit  
1300 795 534

### Appendix to Schedule 2

#### Retail Shop Leases

When entering into a retail shop lease the following documents are required by law:

-  The lease
-  Lessor's Disclosure Statement
-  Lessee's Disclosure Statement

#### Before signing a lease

Before signing a retail shop lease you should:

- have detailed discussions with the lessor/agent
- seek advice from business associations, your solicitor and accountant.
- consult your local council about any regulations, permitted use of the shop or development applications affecting the shop.

Information on these topics is included in the NSW Retail Tenant's Guide.

#### Check your documents

Ensure that all agreements arrived at with the landlord are included in the lease. Documentation is critical to avoiding and managing disputes about the lease.

#### Your rent

You must be clear about:

- what the starting rent is, and the basis on which it is calculated
- how the rent will increase during the lease
- if you have agreed to pay turnover rent based on turnover figures, you need to be clear as to how you will give your turnover information to the lessor
- if there is an option as part of the lease, find the clauses of the lease that tell you how and when you must exercise the option and explain the way the rent will be set.

#### Lease establishment

When establishing the lease you must check:

- that you have read the lease and asked for advice on what it means
- that the description of the premises in the lease is accurate and covers any rights you will have to use common areas or car parking for you, your staff or visitors
- whether statements you have relied on in agreeing to the lease have been documented in the Lessee's Disclosure Statement to avoid disagreements later
- whether you need to provide a security deposit "(bond)" or personal guarantee to secure the lease, and how much this will be. If a cash security bond is agreed to, be sure it is lodged with the NSW Government's retail bond scheme
- what expenses you will have to meet to fit out the shop ready for trading, and whether you will have to meet any of the costs incurred by the landlord in preparing the shop for you to occupy it.

#### The premises

In relation to the premises, you will need to be sure that:

- the location and building suit the proposed use you will make of the leased premises and to check whether you will have to renovate to enable the shop to operate
- the permitted use of the shop is broad enough for you to conduct a profitable business

- the hours you can access the shop and open it to trade, as allowed by the landlord and the council, will be sufficient to allow you to trade profitably
- you have, or can readily obtain, all the permits and licences required to operate the type of business you have chosen, and that the council's zoning for the premises does not restrict you from operating this type of business
- that you have a condition report or photos to document the state of the premises when taking possession to prevent or address disputes at the end of the lease. Agreements about equipment should also be documented. A condition report template can be downloaded from [www.retail.nsw.gov.au](http://www.retail.nsw.gov.au).

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### Outgoings and expenses

In relation to outgoings and expenses, you need to understand:

- the extra expenses you will have to meet as outgoings
- how the extra expenses may change over the term of the lease, as set out in the Lessor's Disclosure Statement
- the information that the lessor will provide and your rights to receive estimates to allow you to plan for these expenses
- the insurance costs you will have to meet, including any contribution to the lessor's insurance.

### When you want to sell the business

If you want to sell your business, you need to be aware of the process set out in the Retail Leases Act for assigning (transferring) the lease. The lessee becomes the assignor of the lease, and the potential new tenant becomes the assignee. In brief, these are the steps you need to take:

- get an updated copy of the Lessor's Disclosure Statement. If an updated disclosure statement has not been issued during the term of your lease, request one in writing from the lessor. If it is not provided within 14 days, provide the latest version of the disclosure statement you have (or if none exists, this requirement does not apply to you)
- give a copy of the Assignor's Disclosure statement to the assignee (and to the lessor at least 7 clear days before the assignment if you want to be protected from ongoing liability under the lease)
- gather from the assignee the following information to provide to the lessor:
  - the assignee's name and contact details
  - documentation to indicate the assignee's financial standing
  - business experience of assignee
  - written record of statements (things said) by the assignor or the lessor which influenced the assignee to enter the assignment
- provide information listed in the dot points above to the lessor in writing, by:
  - delivering personally to the lessor or the lessor's agent,
  - leaving it at, or posting it to, the last known residential or business address – in or out of New South Wales – of the person to be served, or by
  - delivering as set out in Section 81A of the Act
- the lessor must respond to the request for assignment of the lease within 28 days from the time all the required information is received, or the assignment is deemed to have taken place
- there are five reasons the lessor can refuse a request for assignment of a lease:
  - if the use of the premises is to change
  - if the assignee (new tenant) has less retailing skills than the proposed assignor (current tenant)
  - if the assignee has inferior financial resources than the proposed assignor
  - if you have not complied with the procedure for obtaining consent to the assignment as set out in Section 41 of the Act
  - if the shop is airside at Sydney (Kingsford-Smith) Airport and the landlord has the right to refuse assignment under Section 80E of the Act.

### General

Further to those things listed above, you should also:

- check with your accountant the most tax effective way to structure the payment of rent, fitout costs and GST
- make sure that all negotiated agreements are written into the lease.



### Schedule 2: Lessee's Disclosure Statement

#### Your legal obligations

Section 11A of the Retail Leases Act 1994 requires a Lessee's Disclosure Statement to be provided to the lessor within 7 days (or any agreed further period) of the lessee receiving the Lessor's Disclosure Statement. The lessee may be liable to a penalty for an offence under that Act if the Lessee's Disclosure Statement is not provided.

- 1 The lessee acknowledges that the attached Lessor's Disclosure Statement was received from the lessor **before** entering into the lease.
- 2 The lessee has been given:
  - a copy of the proposed lease and
  - a copy of a retail tenancy guide as prescribed by or identified in the regulations.
- 3 The lessee confirms that independent advice, with regard to the commercial terms contained in the Lessor's Disclosure Statement and the obligations contained in the proposed lease.
  - has been sought
  - has **not** been sought
- 4 The lessee believes, based on their own business projections, they will be able to fulfil the obligations contained in the lease, including the payment of the proposed rent, outgoings and other amounts.
- 5 In entering into the lease, the lessee has relied on:
  - information in the lease
  - information in the Lessor's Disclosure Statement
  - **and the following** verbal commitments or written statements made by the lessor or the lessor's agent.

(Include any matters relating to exclusivity or limitations on competing uses, information on sales or customer traffic or where the lessor has indicated work will be done on the shop and any other information you rely on.)

6 The lessee acknowledges that apart from the statements or representations set out above, no other promises, representations, warranties or undertakings (other than those contained in the lease) have been made by the lessor to the lessee in respect of the premises or the business to be carried out on the premises.

7 Signed by or for and on behalf of the Lessee

Lessee's signature

Date

26/11/2020

Retail Tenancy Unit  
1300 795 534

#### About your lease

When entering into a retail shop lease the following documents are required by law:

- The lease
- Lessor's Disclosure Statement
- Lessee's Disclosure Statement

#### Note 1: About the process

The lessee receives the Lessor's Disclosure Statement.



Within 7 days (or longer if agreed) the lessee completes their disclosure statement and returns it to the lessor.



Where the Lessee's Disclosure Statement is provided to the lessor within the time frame - no penalty is enforced.

Where the lessee fails to provide the Lessee's Disclosure Statement within 7 days - a penalty can be enforced.

Attach a separate sheet if space is insufficient.