

[NOTE TO PROSPECTIVE TENANTS: THIS DISCLOSURE STATEMENT HAS BEEN PREPARED USING INFORMATION WHICH IS AVAILABLE TO COUNCIL AS AT THE DATE OF THE RELEASE OF THIS DOCUMENT TO YOU AS PART OF THE EXPRESSION OF INTEREST PROCESS. THIS DISCLOSURE STATEMENT WILL BE UPDATED AGAIN PRIOR TO PROVIDING ANY FINAL FORM OF LEASE, IN ACCORDANCE WITH THE TERMS OF THE RETAIL LEASES ACT 2003. MANY ITEMS ARE MARKED AS "TO BE INSERTED" BECAUSE THE INFORMATION REQUIRED BY THOSE ITEMS WILL ONLY BE KNOWN WHEN A PREFERRED TENANT HAS BEEN SELECTED AFTER THE EXPRESSION OF INTEREST PROCESS]

Landlord's Disclosure Statement – Retail Premises Not located in Retail Shopping Centres

By the Landlord under section 17(1)(a) and
section 61(5) of the *Retail Leases Act 2003*

Landlord:	JAMES MERLINO MP, MINISTER OF THE CROWN ADMINISTERING THE <i>EDUCATION AND TRAINING REFORM ACT 2006</i> of 2 Treasury Place, East Melbourne, Victoria 3002
Tenant:	##[INSERT TENANT ENTITY NAME] of ##[insert]
Premises:	Part of 17 Tooronga Road, East Malvern, Victoria

NOTE

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the *Retail Leases Act 2003* if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

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PART 1 PREMISES

1 Premises details

1.1 Street address of premises

[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]

Part 17 of Tooronga Road, East Malvern, Victoria 3145

1.2 Plan of premises (if available)

[insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 23.1]

The building and the area of the Land shown outlined in orange on the plan attached in Schedule 3 of this lease, known as part of 17 Tooronga Road, Malvern East.

1.3 Lettable area of premises 135 m² Actual Estimate
Will a survey be conducted? Yes No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)
[Select as appropriate]

- | | |
|--|--|
| <input checked="" type="checkbox"/> air conditioning | <input checked="" type="checkbox"/> plastered walls (some) |
| <input type="checkbox"/> cool room | <input checked="" type="checkbox"/> shop front |
| <input type="checkbox"/> floor coverage | <input checked="" type="checkbox"/> sink |
| <input checked="" type="checkbox"/> grease trap | <input type="checkbox"/> sprinklers |
| <input checked="" type="checkbox"/> hot water service | <input checked="" type="checkbox"/> suspended ceilings |
| <input checked="" type="checkbox"/> lighting | <input checked="" type="checkbox"/> telephone |
| <input checked="" type="checkbox"/> mechanical exhaust | <input checked="" type="checkbox"/> water supply |
| <input type="checkbox"/> painted walls | <input checked="" type="checkbox"/> waste |
| <input checked="" type="checkbox"/> electrical distribution load (3 phase) | |
| <input type="checkbox"/> electrical distribution load (single phase) | |
| <input checked="" type="checkbox"/> separate utility meter - gas | |
| <input checked="" type="checkbox"/> separate utility meter - water | |
| <input checked="" type="checkbox"/> separate utility meter - electricity | |
| <input type="checkbox"/> Other
Not applicable. | |

1.5 Services and facilities provided by the landlord for the benefit of the premises
(for example, security services, cleaning)

Not applicable

2 Permitted use

2.1 Description of permitted use
[note: the tenant should investigate if the proposed use of the premises is permitted under planning laws]

The provision of a lunch order service for students and staff of Malvern Primary School ("**Lunch Order Service Use**"):

- (i) which must operate on each school day during school term, from the rear of the Premises and away from the general public and Tooronga Road; and
- (ii) selling only those items and only at the prices shown in the menu approved from time to time by the Landlord ("**Menu**") and which must comply with the Victorian Government's *School Canteens and Other School Food Services Policy*, or any amended or replacement policy as may be issued from time to time and notified by the Landlord to the Tenant; and

A convenience shop and/or take away food premises ("**Shop Use**").

Use as an ancillary or associated commercial business, subject to the Tenant obtaining all necessary approvals ("**Commercial Use**").

3 Number of car parking spaces

3.1	Approximate total spaces	1	Spaces (Note: There is on-street parking near to the Premises and there is one off-street parking space – refer to special condition (i) of the Lease)
3.2	Available spaces for customers of the building	0	spaces
3.3	Reserved spaces for use of the tenant only	0	spaces

4 Head Lease

4.1 **Is the premises under a head lease or Crown lease?** Yes No

4.2 **Has the landlord provided a copy of the head lease or Crown lease to the tenant?**

- Yes - attached as per item 23.2
- No
- Not applicable

4.3 **Current term under the head lease or Crown lease and option/s to renew**

- Not applicable
- Details of head lease as follows:
Current Term:
years #####/20## to #####/20##

Options to renew:
[list any options for further terms held by the landlord under the head lease]
Not applicable

4.4 **Is the head landlord's consent to the lease required?** Yes No

Not applicable

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 **Date lease commences** (see also date of handover at item 7)

##[to be inserted] Actual Estimate

5.2 **Length of term** 3 Years 0 Months

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

##[to be inserted]

6 Option/s to renew lease

6.1 Options/s details

(Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

- No options to renew lease
- Options as follows: [List all options to renew lease]

Length of option	Period of Option	Exercise Date
3 years	##[to be inserted]	##[to be inserted]
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimate	to ##[to be inserted]	to ##[to be inserted]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 **Date of handover** (if different to the date the lease commences indicated at item 5.1)

##[to be inserted] Actual Estimate

8 Landlord's works

8.1 **Description of works to be carried out by the landlord before the date the lease commences**

[exclude any works that form part of the tenant's fit out at item 9]

Not applicable

8.2 **Estimate of expected contribution by the tenant towards the cost of the landlord's works** [see also outgoings (item 13) in relation to any maintenance and repair outgoings]

Not applicable

9 Tenant's fit out works

9.1 **Fit out works to be carried out by the tenant** [excluding the landlord's works at item 8]

The Tenant is required to complete initial fit out works to enable the Tenant to use the Premises for the Permitted Use authorised by the Lease. All such works will be at the Tenant's sole cost.

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

- Yes [insert details of landlord's contribution]
- No

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

- Yes [insert details or provide fit out guide]
The Tenant must obtain the Landlord's approval for all fit out works prior to undertaking any works in accordance with the terms of the lease. The Tenant must comply with Schedule 2 of the Lease with respect to all such fit out works.
- No

PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent (i.e. when the lease commences)

##[to be inserted] Including GST Excluding GST

10.2 Rent free period

[describe any rent free period]

##[to be inserted]

10.3 Date of rent commencement

##[to be inserted]

10.4 How rent payments are to be made?

[insert description of how rent is paid—e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]

By 12 equal monthly instalments in advance on or before the first day of each month.

The first instalment is due on the Commencement Date.

If the Commencement Date is not the first day of a month, the Tenant must pay proportional instalments in the first and last months of the Term.

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method

[insert a list of all rent adjustment dates and adjustment methods —e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]

CPI adjustment on each anniversary of the Commencement Date.

Market rent review on the commencement date of the further term (if any).

##[insert date] – CPI adjustment

##[insert date] – CPI adjustment

##[insert date] – Market Review

##[insert date] – Market Review

##[insert date] – Market Review

PART 5 OUTGOINGS

12 Contribution by tenant towards landlord's outgoings

12.1 Is the tenant required to pay or contribute towards the landlords outgoings?

Yes No

12.2 Describe any period during which the tenant is not required to pay outgoings

Not applicable

12.3 Date on which payment of outgoings is to commence

##[insert date] (being the Commencement Date of the lease).

12.4 Formulae for apportioning outgoings

[insert formulae on how outgoings payable by tenant are to be apportioned]

100% of all outgoings, services, rates, taxes, levies, etc, in relation to the Premises.

13 Outgoings estimates (annual) for the 12 month period

01/07/2019 to 30/06/2020

State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]

		Estimate per annum for the building	
		Including GST	Excluding GST
13.1	Administration		
	<input type="checkbox"/> Administration costs (excluding management fees and wages)	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Management Fees	<input type="checkbox"/>	<input type="checkbox"/>
13.2	Air conditioning/temperature control		
	<input type="checkbox"/> Air conditioning maintenance	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Air conditioning operating costs	<input type="checkbox"/>	<input type="checkbox"/>
13.3	Building management		
	<input type="checkbox"/> Body corporate/strata levies	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Building intelligence services	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Energy management services	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Gardening and landscaping	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> Pest control	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Ventilation	<input type="checkbox"/>	<input type="checkbox"/>
		\$1,376.00	
13.4	Building security		
	<input type="checkbox"/> Caretaking	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Emergency systems	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Security services	<input type="checkbox"/>	<input type="checkbox"/>
13.5	Cleaning		
	<input type="checkbox"/> Cleaning consumables	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Cleaning costs (excluding consumables)	<input type="checkbox"/>	<input type="checkbox"/>
13.6	Government rates and charges		
	<input checked="" type="checkbox"/> Local government rates and charges	\$2,084.00	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Water, sewerage and drainage rates and charges	\$437.40	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Fire services property levy	587.08	<input type="checkbox"/>
	(Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing)		
13.7	Repairs		
	<input checked="" type="checkbox"/> Repairs and maintenance	Any costs which the Landlord or the School	<input type="checkbox"/>

incurs for repairs or maintenance which were the obligation of the Tenant under the Lease.

Sinking fund for repairs and maintenance

(Note: under section 41 of the **Retail Leases Act 2003**, the landlord may not claim the capital costs of the building in which the premises are located)

13.8 Utility Services

<input checked="" type="checkbox"/> Electricity	Depends on usage.	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Gas		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Oil		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Water		<input type="checkbox"/>	<input type="checkbox"/>

13.9 Waste management

<input checked="" type="checkbox"/> Sewerage disposal	\$560.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Waste collection and disposal	\$291.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>

13.10 List any other outgoings

<input checked="" type="checkbox"/> #Annual Parks Charge	\$79.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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13.11 Estimated tenant contribution to outgoings

\$ TBC

PART 6 OTHER COSTS

14 Other monetary obligations and charges

14.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement [e.g. interest and legal costs]

- The Tenant must provide the Landlord with a Security Deposit for an amount equal to the aggregate of three months' rent plus GST in accordance with clause 11 of the Lease.
- Interest as set out in clause 26.1 of the Lease/
- Legal costs as set out in clause 10.1 of the Lease in relation to a Tenant's breach.
- Legal costs as set out in clause 10.1 of the Lease in relation to any proposed assignment or subletting by the Tenant.
- Legal costs for obtaining the Landlord's consent as required by clause 10.1 of the Lease.
- GST as required by clause 9 of the Lease.
- Other costs as set out in clause 10.2 of the Lease in relation to anything else the Tenant is required to do under the Lease.

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

15 Alteration works

15.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?

- Yes [insert details of the proposed works]
 No

16 Clauses in lease dealing with relocation and demolition works

16.1 Clause(s) in lease providing for relocation of tenant

- Clause(s) ## of the lease
 Not applicable

16.2 Clause(s) in lease providing for demolition of the premises or building

- Clause(s) ## of the lease
 Not applicable

PART 8 OTHER DISCLOSURES

17 Other disclosures

17.1 Are there any current legal proceedings in relation to the lawful use of the premises or building?

- Yes [provide details]
 No

17.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building, during the term or any further term or terms?

Note: If the landlord is aware of any works on land adjacent to or in close proximity to the premises this must be disclosed. The landlord must turn its mind to this disclosure requirement.

- Yes [provide details]
 No

18 Representations by landlord

18.1 Any other representations by the landlord or the landlord's agent

[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

Not applicable

PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

19 Acknowledgements by landlord

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

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

Warnings to landlord when completing this disclosure statement:

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

20 Landlord's signature

20.1 Name of landlord [insert name of landlord]

JAMES MERLINO MP, MINISTER OF THE CROWN ADMINISTERING THE EDUCATION AND TRAINING REFORM ACT 2006

20.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x

Sue-Lin A. Senior

20.3 **Name of the landlord's authorised representative or landlord's agent**

[insert name of person signing with the authority of the landlord]

Sue-Lin A. Senior
Nicole Pope, Manager, Property Unit, Victorian School Building Authority, Department of Education and Training, for and on behalf of The Honourable James Merlino, MP, in his capacity as the Minister of the Crown Administering the Education and Training Reform Act 2006

20.4 **Date** *4* / *3* / 2020

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

21 Acknowledgements by the tenant

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

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?

22 Tenant's signature

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

22.1 **Name of tenant** *[insert name of tenant]*

22.2 **Signed by the tenant or for and on behalf of the tenant**

x

22.3 **Name of the tenant's authorised representative**

[insert name of person signing with the authority of the tenant]

22.4 **Date** / / 2020

PART 11 ATTACHMENTS

23 List of attachments

		Attached?	
23.1	Plan of premises (see item 1.2)	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	Not applicable
23.2	Head lease or Crown lease (see item 4.2)	<input type="checkbox"/>	Yes
		<input checked="" type="checkbox"/>	Not applicable
23.3	Additional attachments <i>[list of any additional attachments]</i>		
	Not applicable		

ATTACHMENT 1 – PLAN OF PREMISES

