Retail Shop Leases Act 1994

Legal Advice Report

The Legal Advice Report must be obtained by a prospective lessee/assignee and given to the lessor before the prospective lessee/assignee enters into the lease/assignment of lease - section 22D of the *Retail Shop Leases Act 1994* (Act).

The Legal Advice Report is to be completed by an Australian lawyer.

The Legal Advice Report is not required:

- **where the prospective lessee/assignee currently leases five or more retail shops in Australia;**
- **for a lease that is not a 'retail shop lease' within the meaning of section 5A of the Act; or**
- **for a retail shop lease for a periodic tenancy or tenancy at will.**

** Strike out if not applicable*

This report is given by*:*
(Full name of lawyer)

I *(tick as appropriate)***:** ☐ do not have a professional or other relationship with the lessor.

☐ have a professional or other relationship with the lessor and have advised the prospective lessee/assignee* of this relationship.

I have reviewed the draft lease and the Lessor's Disclosure Statement and have met with the prospective lessee/ assignee*.

Name of Lessee/Assignee*:

Address of retail shop:

Name of Lessor :

Advice on waiver of disclosure period (if applicable):

(tick as appropriate): ☐ I have provided advice to the prospective lessee/assignee* on:

(i) the legal meaning and effect of a waiver notice given to the lessor by the prospective lessee under section 21B of the Act *[strike out if not applicable]*

(ii) the legal meaning and effect of a waiver notice given to the lessor by the prospective assignee under section 22C of the Act *[strike out if not applicable]*

☐ Not applicable

Advice on the lease:

I have advised the prospective lessee/assignee* on the legal meaning and effect of the rights and obligations that apply under the lease in respect to:

- how rent is to be calculated and reviewed under the lease;
- their liability to contribute to the lessor's outgoings and how those outgoings are calculated;
- any other payments required under the lease and how they are calculated;
- the term of the lease;
- any special or unusual terms or conditions of the lease;
- whether the premises are a lot within a community title scheme;
- any repayable bond or guarantees required;

Queensland Government

- whether or not the lease contains an option to renew and the rights of the lessee/assignee* to extend the lease if there is no option to renew;
- obligations of the lessee/assignee*, and the lessor, at end of lease;
- whether or not the lease contains a relocation clause or a demolition clause and, if it does, the way in which the clauses operate (including with regard to the implied relocation and demolition provisions in the Act);
- permitted use and exclusivity of permitted use;
- any insurance and indemnity clauses in the lease (and the liability or obligations of the lessee/assignee under those provisions);
- consequences of the lessee/assignee* breaching lease terms or conditions; and
- the entitlements of the lessee/assignee and the lessor when dealing with the lease or business assets as security (under section 45 of the Act and under the lease).

Related matters:

I have also advised the prospective lessee/assignee* to obtain additional professional assistance and advice with respect to, but not limited to, the following:

- town planning matters, including the licences or permits required to carry on the business intended in the retail shop;
- building laws, including the appropriate classification under the *Building Act 1975* to carry on the business intended in the retail shop;
- statutory approvals required to carry on a retail business of the type intended;
- financial advice about the operation of the retail business intended to be carried on; and
- appropriate insurances to meet the obligations of the lessee/ assignee under the lease, and as otherwise appropriate for the lessee/ assignee's business intended in the retail shop.

Excluded Advice

I have clearly informed the prospective lessee/assignee* that I have not expressed any opinion or provided any advice on:

- the financial viability of the business intended to be carried on in the retail shop by the prospective lessee/assignee*;
- the ability of the prospective lessee/assignee* to meet the financial commitments under the lease; or
- any accounting requirements or taxation implications of entering into the lease.

Lawyer's Certification

I certify the above information.

	/ /
Lawyer's signature	Date

Prospective Lessee's/Assignee's* Certification

I certify that I have received the explanations referred to in this certificate by the Certifying Lawyer and have understood them.

	/ /
Lessee/ assignee's* signature	Date

Disclaimer

The Legal Advice Report is solely for the benefit of the lessee or assignee.
To the extent permitted by law, the certifying lawyer does not accept liability for any loss or damage which any person other than the prospective lessee or assignee may suffer as a result of or in connection with the lawyer's certificate.

© State of Queensland (Department of Justice and Attorney-General) 2016