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A retail lease is a contract between a landlord, who usually owns the property, and a tenant, who has the right to occupy the property and sell goods or provide retail services. This article covers the important aspects of a Retail Lease that landlords and tenants should be
aware of. Types of retail leases In New South Wales, retail leases are governed by the Retail Leases Act 1994 (NSW) (the Act). Subject to certain special exclusions, the Act applies to two essential types of retail leases. The first type is when a tenant rents a premises to run a business prescribed the Act and its regulations. You can check Schedule 1 of
the Act to confirm whether your business is covered. Examples include books and toy shops, barbers and art galleries. The second type is when a tenant rents a premises in a retail lease Before any retail lease is signed, the
landlord must share three documents with the tenant:a completed lessors disclosure statement; a draft copy of the Lease; and a copy of the NSW Retail Tenancy Guide. Lessors disclosure statement is to enhance transparency between the landlord (also known as a lessor) and the tenant (also known as a
lessee), and reduce the risk of dispute in the future. Under the Act, the landlord is required to answer all questions in this document and pass it to the tenant at least seven days before the Lease begins. Inside, there are important information about the shop, the Lease, estimates of outgoings and the tenants financial obligations. The Lease Below are
the key aspects that you should be familiar with: Term is another word for length of the Lease with the start and end dates. The Act will only apply to your shop if the term is between 6 months and 25 years. Rent is a key term in a Lease. When the Lease is signed, the tenant agrees to pay the rent for the full term of the Lease. If the tenant is late with
rent, the landlord has the right to take possession of the shop and lock the tenant out. Outgoings are expenses related to the shop that the tenant has agreed to pay on top of the rent. They include council rates, water rates, land tax and public liability insurance. A bond is a fixed amount of money given to the landlord at the beginning of the Lease. It is
financial security for the landlord if the tenant fails to meet its lease obligation. Costs for preparing a Lease Under the Act, the landlord is responsible for the cost of drafting the lease and usually the costs of registering
it. If the term of the Lease is 3 years or more, it must be registered at the NSW Land Registry. Dispute resolution fone side can try mediation or seek orders from the NSW Civil and Administrative Appeals Tribunal (NCAT). Conclusion Leases and
lessors disclosure statements should be carefully reviewed before signing. Before you sign a lease, revisit your business plan and make sure it is realistic and covers all contingencies. You should also consult our experienced legal team before you sign the lease, which may save you a lot of time and money in the long-term. Disclaimer: This publication
is general information only and does not purport to provide legal advice. We do not accept responsibility for any losses for reliance upon this publication. [Index][Noteup][Download][Help] - As at 8 May 2025- Act 46 of 1994 TABLE OF PROVISIONS Long Title PART 1 - PRELIMINARY Note 1. Name of Act 2.
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regarding additions to list of businesses: shopping centres 85. Regulations 86. Review of Act PART 11 - RESPONSE TO COVID-19 pandemic 89. Savings and transitional regulations Schedule 1 (Repealed) SCHEDULE 1A SCHEDULE 2 SCHEDULE 2A
SCHEDULE 3AustLII: Copyright Policy | Disclaimers | Privacy Policy | FeedbackThe Small Business Commissioner provides information and mediation services for retail and commercial tenants, agents and landlords for disputes, including bond disputes, including bond disputes.
can speak to the Small Business Commissioner about their mediation service. In most cases, negotiation and mediation will resolve the dispute. However, some cases may need to go to a court or tribunal. If this happens, you might need to seek legal advice. An Act to make provision with respect to the leasing of certain retail shops and the rights and
obligations of lessors and lessees of those shops, and for other purposes. Part 1 Preliminary t 1, note: Am 2005 No 90, Sch 1 [1]; 2017 No 2, Sch 1 [1]; 2
the retail shop building or land,(c)fees charged by a lessor for services provided by the lessor in connection with the management, operation, maintenance or repair of the retail shop building or land.(2) In this section, retail shop building or land.(2) In this section, retail shop building or land.(3) In the case of a retail shop building or land.(4) In this section, retail shop building or land.(5) In this section, retail shop building or land.(6) In this section, retail shop building or land.(7) In this section, retail shop building or land.(8) In this section, retail shop building or land.(9) In this section, retail shop building or land.(9) In this section, retail shop building or land.(1) In this section, retail shop building or land.(2) In this section, retail shop building or land.(3) In this section is section, retail shop building or land.(3) In this section is section in the section is section.
centre) any building in the retail shopping centre, and includes any areas used in association with any such building.s 3A: Ins 2017 No 2, Sch 1 [10].3BApplication of Act to agreements to lease (1) This Act applies to and in respect of a lease.(2) When a lease (the resulting lease) is a lease (1) This Act applies to and in respect of an agreement to lease in the same way as it applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to and in respect of an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies to an agreement to lease (1) This Act applies (1) This Act app
operation of this ActThis Act does not apply to any of the following(a)shops that have a lettable area of 1,000 square metres or more,(b)shops that are used wholly or predominantly for the carrying on of a business by the lessee on behalf of the lessor,(c)any shop within premises where the principal business carried on on those premises is the
operation of a cinema, bowling alley or skating rink, (d) premises used only for any one or more of the purposes listed in Schedule 1A (Excluded uses), (e) premises of a class or description prescribed by the regulations as exempt from this Act.s 5: Am 1997 No
52, Sch 1 [4]; 2017 No 2, Sch 1 [11] [12].6Leases to which Act does not apply(1) This Act does not apply to any of the following leases of retail shops(b)leases for a term of 25 years or more (with the term of a lease taken to include any term for which the lease may be extended or renewed at the option of the lessee),(c)leases entered into before the
commencement of this section, (d) leases entered into under an option granted or agreement made before the commencement of this section, that is assigned to another person after the
commencement of this section. Note. Part 9A provides for certain exemptions regarding premises at airports. s 6: Am 1998 No 169, Sch 1 [7]; 2002 No 106, Sch 1 [7]; 2002 No 106, Sch 1 [8]; 2024 No 5, Sch 5[1]. 6AApplication of Act to short-term leases (1)Generally, Act not to apply to short-term leases Subject to subsection (2), this Act does not apply to
a lease of a retail shop for a term of less than 6 months without any right for the lease (whether by means of an option to extend or renewed leases for more than one year If the lessee has been in possession or entitled to be in possession of the retail shop
without interruption for more than one year (whether by means of a series of 2 or more leases or by means of an extended or renewed lease on and from the day on which the lessee has been in possession or entitled to be in possession of the shop for more than one year
other provisions The regulations may provide that, if this Act applies to a lease because of subsection (2), specified provisions of this Act (other than section 11 and Part 2A) do not apply to or in respect of the lease or apply with prescribed modifications.
a prescribed period or of a prescribed kind are to be disregarded for the purposes of this section. (7) Holding over by the lessee at the end of the term of the lessee and the lessee and the lesse.
(8) Assignment This section has effect in relation to a lease whether or not it is assigned to another person, but if it is assigned the period of possession or entitlement to possession by the assigner and any previous assigner to another person, but if it is assigned the period of possession or entitlement to possession by the assigner and any previous assigner as facilities.
2017 No 2, Sch 1 [13] [14].6BApplication of Act to retail shops in markets(1) This Act does not apply to a retail shop that is a stall in a market unless the market is an assemblage of stalls, styled or described as a market, that are predominantly used for retail businesses and that operate in a
building or other permanent structure the sole or dominant use of which (or of the market operation of the market is not a retail shop in section 3.(3) The regulations may make provision for or with respect
to modifying the operation of this Act in its application to a retail shop in a permanent retail market (including provision for a mandatory code of conduct for lessors and lessees under leases of retail shops in a permanent retail market (including provision for sanctions for non-compliance with the mandatory code).
6B: Ins 2017 No 2, Sch 1 [15].7This Act overrides leasesThis Act operates despite the provision of a lease is void to the extent that the provision of any agreement or arrangement between the parties to a lease is void to the extent that the provision would be void if it were
in the lease.8When the lease is entered into(1) For the purposes of this Act, a retail shop lease is considered to have been entered into when a person enters into possession of the retail shop as lessee under the lease or begins to pay rent as lessee under the lease (whichever happens first).(2) However, if both parties execute the lease before the
lessee enters into possession under the lease or begins to pay rent under the lease, the lease is considered to have been entered into even if neither party has
executed the lease at that time. Money paid in advance (purportedly as rent) as a deposit to secure premises for a proposed lease does not constitute rent paid as lessee under the lease. Part 2 Entering into a leasept 2, hdg: Subst 2017 No 2, Sch 1 [16]. 9Copy of lease and retail tenancy guide to be provided at negotiation stage(1) A person must not, as
lessor or on behalf of the lessor, offer to enter into a retail shop lease, invite an offer to enter into a retail shop lease or indicate by written or broadcast advertisement that a retail shop lease, invite an offer to enter into a retail shop lease, unless(a) the person has in his or her possession a copy of the proposed retail shop lease (in written form, but not necessarily including particulars of the
lessee, the rent or the term of the lease) for the purpose of making the lease available for inspective lessee, and(i) the preson makes(i) a copy of the proposed lease, and(ii) if the regulations so providea copy of a retail tenancy guide prescribed by or identified in the regulations, available to any prospective lessee as soon as the person
enters into negotiations with the prospective lessee concerning the lease. Maximum penalty 50 penalty units. (2) The copy of the retail tenancy guide to be made available to a prospective lessee may be or be a copy of (a) the officially printed guide, or (b) a version of the guide printed from a website of a government department or authority or from a
 website identified in the regulations.s 9: Am 2005 No 90, Sch 1 [10] [11].10Right to compensation for pre-lease misrepresentations(1) A party to a retail shop lease is liable to pay another party to the injured partys entering into the
lease as a result of a false or misleading statement or representation made by the party, or any person acting under the partys authority, with knowledge that it was false or misleading (2) The giving of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the making of a representation by the lessor to the ma
lessee as to the information in the disclosure statement. (2A) The making of a representation by a prospective lessee in a lessees disclosure statement given to a prospective lessee has sought independent advice, or as to statements or representations relied on by the prospective lessee in entering
the lease, is considered to be the making of a representation by a lessee to the lessor. (3) This section extends to apply to a statement or representation made before the commencement of this section. S 10: Am 1998 No 169, Sch 1 [8] [9].11Lessors disclosure statement (1) At least 7 days before a retail shop lease is entered into, the lessor must give the
for the purposes of Part B being completed by the lessee and provided to the lesser as the lessees disclosure statement (under section 11A),(c) the lessors disclosure statement must contain the information and be accompanied by the material that is required to complete or accompany Part A of the prescribed form (but only to the extent that is
relevant to the lease concerned),(d)the form of the lessors disclosure statement is not required to comply strictly with the prescribed form. Maximum penalty50 penalty units. Note. Because the lessors disclosure statement need only include information relevant
to the lease, if the retail shop is not in a retail shopping centre the disclosure statement need not include information that is relevant only to shops in retail shopping centres. (2) If a lessee was incomplete or contained
information that at the time it was given was materially false or misleading, the lessee may terminate the lease by notice in writing to the lessee terminates the lease in accordance with this section, the lessee is entitled to recover
contains information that is materially false or misleading if(a) the lessee is in substantially as good a position as the lessee would have been if the failure had not occurred. (4) If a lease is entered into by way of the renewal of a lease, a
written statement (a lessors disclosure update) that updates the provisions of an earlier disclosure statement given to the lessee is, in conjunction with that earlier disclosure update is given. (5) The termination of a lease under
days after receiving the lessors disclosure statement from the lessor (or within such longer period as may be agreed with the lessor), the lessee must give the lessor a statement in writing (as the lessor a statement in writing (as the lessor) as the lessor as the les
penalty 50 penalty units. (2) If a lease is entered into by way of the renewal of a lease, a written statement (a lessees disclosure update) that updates the provisions of an earlier lessees disclosure statement given for the
purposes of this section at the time the lessees disclosure update is given.(3) (Repealed)(4) The regulations may prescribe additional matters to be included in the form of lessees disclosure statement for the purposes of this section.s 11A: Ins 1998 No 169, Sch 1 [16][18]; 2017 No 2, Sch 1 [21][23].12Lessee not required to
pay undisclosed contributions(1) A provision of a retail shop lease that requires the lessee to pay or contribute towards the cost of providing any finishes, fixtures, fittings, equipment or services in or for the shop is void unless the liability to make the payment or contribution was disclosure statement given to the lessee in accordance
with this Part.(2) To remove doubt, this section does not apply to outgoings.s 12: Am 2017 No 2, Sch 1 [24] [25].12ALessee not required to pay undisclosed outgoings unless the liability to pay the amount was disclosed in the lessors in respect of any outgoings unless the liability to pay the amount was disclosed in the lessors in respect of any outgoings.
disclosure statement for the lease.(2) If the lessors disclosure statement provided an estimate of the amount of any outgoing and the estimate when the lessors disclosure statement was given, the lessees liability for any payment
in respect of the outgoing is to be determined on the basis of the amount estimated (instead of the actual amount) in respect of an outgoing is reduced because there was no reasonable basis for an estimate of the outgoing, any liability of the lessee in
respect of any subsequent increase in the outgoing is to be reduced in the same proportion as the actual amount was reduced. (3) This section does not apply to an outgoing in the nature of a tax, rate or levy that is imposed by or under an Act after the lessors disclosure statement is given and that was not an outgoing of the lessor when the lessors
disclosure statement was given. (4) A lessee is entitled to recover from the lessor any amount paid to the lessor that the lessee was not liable to pay because of this section. (5) Costs associated with the advertising or promotion of a retail shopping centre, or of any business carried on there, are not outgoings for the purposes of this
 section.s 12A: Ins 2017 No 2, Sch 1 [26].13Costs before fit-out(1) This section applies if a lessee of a retail shop is liable to pay an amount for, or associated with, any works carried out by or on behalf of the lesser (before or after the lesser (before or after the lesser).
the works, or a basis or formula with respect to those costs, is to be agreed in writing by the lessor and lessee before the lease is entered into.(3) The lessee is not liable to pay an amount in respect of the works that is more than the agreed maximum amount.(4) (Repealed)s 13: Rep 2004 No 84, Sch 1 [2]. Ins 2005 No 90, Sch 1 [19]. Am 2017 No 2,
Sch 1 [27].13ATenancy fit-out statement or guide(1) If a prospective lessor of a retail shopping centre requires a particular standard must be contained in a tenancy fit-out statement (which may be described as a tenancy fit-out
guide)(a)accompanying the lessors disclosure statement, or(b)accompanying or included in the lease of the shop.(2) The lessee is not liable to carry out any fit-out of the kind referred to in subsection of
section 38.s 13A: Ins 2005 No 90, Sch 1 [19].14Key-money and lease preparation expenses in connection with the granting of a retail shop lease and any provision of a retail shop lease is void to the extent that i
requires or has the effect of requiring the payment of key-money or lease preparation expenses in connection with the granting of the lease. (2) If a person contravenes this section (a) the person is convicted of an offence under paragraph (a))
the lessee is entitled to recover from the lessor as a debt any payment made or the value of any benefit conferred by the lessee and accepted by or on behalf of the lessor in contravention of this section. (3) This section does not prevent a lessor (b) from receiving payment of rent in advance, or (c) from securing performance of the lessees obligations
under the lease by requiring the provision of a security bond or other bond or a guarantee from the lessee or any other person (such as a requirement that the directors of a company that is the lessee guarantee performance of the companys obligations under the lease), or(d) from seeking and accepting payment for goodwill of a business from a
purchaser of the business, but only to the extent that the goodwill is attributable to the lessor, or(e)from seeking and accepting payment for the lessor to the lessor to
 franchise in connection with the granting of the lease. (4) This section does not prevent a person, as lessor or on behalf of the lesser or the lessee of a reasonable sum in respect of lease preparation expenses incurred in connection with making an amendment to a proposed lease that was requested by
or on behalf of the prospective lessee or the lessee, other than(a)an amendment to insert or vary the particulars of the lessor to include or omit a term of the proposed lease that was, at the time of the failure to include or omit, agreed between the lessor and the
proposed lessee or lessee to be included in or omitted from the prospective lessee or the lessor is given a lessees disclosure statement under section (4), the lessor must provide the prospective lessee or lessee with a
copy of any account presented to the lessor in respect of those expenses. The prospective lessee or lessee is not required to make any such payment until the lessor has complied with executed copy of lease(1) A retail shop lease is taken to
include a provision to the effect that the lessor must provide the lessee with an executed copy of the lesse within 3 months after the lessor or the lessor must provide to the need to obtain any consent from a head lessor.
or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent).s 15: Subst 2017 No 2, Sch 1 [28].16Certain leases must be registered that the lease is to be registered, the lessor must lodge the lease for
registration in accordance with the Real Property Act 1900 within 3 months after the lease is returned to the lessor or the lessor or the lessor must be lodged for registration is to be extended for any delay attributable to(a)the need
to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent), or (3) For the purposes of this section, the term of a retail shop lease includes any term for which the lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent), or (3) For the purposes of this section, the term of a retail shop lease includes any term for which the lease may be extended or renewed at the option of the lessor to make reasonable efforts to obtain consent).
is for a term of more than 3 years if it is for a term of 1 year with an option to renew for a further term of greater than 2 years. (4) This section does not affect the operation of the Real Property Act 1900.s 16: Am 1998 No 169, Sch 1 [21]. Subst 2017 No 2, Sch 1 [28]. Part 2A Security bondspt 2A: Ins 2005 No 90, Sch 1
[22]. Division 1 Preliminarypt 2A, div 1: Ins 2005 No 90, Sch 1 [22]. 16BGuarantees and other forms of security(1) A retail shop lease is taken to include a provision to the effect that the lessor is not entitled to unreasonably refuse to accept a guarantee from an authorised deposit-taking institution in satisfaction of any requirement to provide a security
bond or other bond or a third party guarantee for the performance of the lessees obligations under the lease. (2) Security provided otherwise subject to the requirements of this Part (except section 16BA). s 16B: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [31]. 16BAReturn of bank guarantees (1)
A lessor who receives a bank guarantee for a lease must return the original bank guarantee to the lessee completes performance of the obligations under the lessee completes performance of th
bank guarantee if it has expired or been cancelled.(3) The maximum return period does not run for any period during which the matter of the lessors entitlement to claim or realise the bank guarantee is able to satisfy the
requirement under this section or an order of the Tribunal to return the bank guarantee by providing any consent or release necessary to have the bank guarantee cancelled.(5) A lessor is liable to pay to the lessor to return a bank guarantee in
compliance with this section or an order of the Tribunal, and(b) reasonable costs incurred by the lessee in connection with this section or an order of the Tribunal.(6) In this section, bank guarantee means a guarantee from an
authorised deposit-taking institution in satisfaction of any requirement to provide a security bond or other bond or a third party guarantee for the lease.s 16BA: Ins 2017 No 2, Sch 1 [32]. Division 2 Deposit of security bonds with Secretarypt 2A, div 2, hdg: Ins 2005 No 90, Sch 1 [22]. Subst 2017 No 2
Sch 1 [33].pt 2A, div 2: Ins 2005 No 90, Sch 1 [22].16CDeposit of security bonds with Secretary an amount of money equivalent to the amount of the security bond for a lease or a proposed lease on or after the commencement of this section.
not later than 20 business days (or, where some other period is prescribed for the purposes of this subsection, that other period) after(a) the date on which the lease becomes, binding on the parties, whichever is the later.(3) If a lessors agent receives on behalf of the lessor a
security bond for a lease or proposed lease, subsection (2) extends to require the agent to deposit with the Secretary an amount of money equivalent to the amount of that security bond and so extends as if a reference in that subsection to a lessor were a reference to the agent. (4) The Secretary may, without affecting the obligation imposed on a
lessor or lessors agent under this section, refuse to accept any amount tendered for deposit under subsection (2) that is not accompanied by a notification in or to the effect of the approved form duly completed. (5) If a security bond that is (pursuant to section 82) exempt from the operation of subsection (2) subsequently ceases to be exempt, this
No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [29] [34].16DDeposit of existing security bonds with Secretary(1) If a lessor under a lease or proposed lease to which this Act subsequently becomes applicable to the lease (because of the operation of section 6A or for any
other cause) this Part then applies to the security bond and the relevant day is the day when this Act becomes applicable to the lessor, or the lessor agent, must deposit with the Secretary within 3 months after the relevant day an amount of money equivalent to the current balance of the amount deposited or paid. (3) The current balance
is the amount of money deposited or paid, together with any interest or similar payments, and less(a) any amount that(i) has been refunded or become refundable, or (iii) has become the property of the lessor, or (iv) has become subject to prescribed
proceedings, or(v)is payable to the lessee by way of interest earned, before or during the period referred to in subsection (2), refuse to accept any amount tendered for deposit under that subsection
 that is not accompanied by a notification in or to the effect of the approved form duly completed.(5) If a security bond that is (pursuant to section 82) exempt, section in or to the effect of the approved form duly completed.(5) If a security bond that is (pursuant to section 82) exempt, and this section 82) exempt.
the bond.(6) The Minister, by instrument in writing, may, generally or in any particular case or class of cases, extend the period prescribed by subsection (2).(7) Subsection (2). Am 2017 No 2, Sch 1 [29] [35].16EProvisions in
leases relating to security bonds(1) No one (other than the Secretary) is, in respect of the bond.(2) (Repealed)(3) If, but for this Part, a lessor or lessee would have a claim against a
security bond under the terms and conditions of a lease for an amount that cannot be recovered under any other provision of those terms and conditions (a) the lesser may recover from the lesser may 
lessor as a debt an amount equivalent to the amount of the claim that the lessee would have had against that security bondspt 2A, div 3: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [22]. Am 2017 No 2, Sch 1 [22]. Am 2017 No 2, Sch 1 [22].
amount of money in respect of a lease may be made (a) jointly by the lessor alone and an application by the lessor alone and an application by the lessor alone may, at the discretion of the Secretary, be treated as having
been made jointly by the lessor and the lessor and the lessor and the lessor and a lessor and a lessee under a lease, or(b) is made by a lessor
under a lease who, in that application, directs the Secretary to pay out an amount of money to the lessee, or(c)is made by a lessee under a lease who, in that application, directs the Secretary to pay out an amount of money to the lessee, or(c)is made by a lessee under a lease who, in that application, directs the Secretary to pay out an amount of money to the lessee, or(c)is made by a lessee under a lease who, in that application, directs the Secretary to pay out an amount of money to the lessee, or(c)is made by a lessee under a lease who, in that application, directs the Secretary to pay out an amount of money to the lessee, or(c)is made by a lessee under a lease who, in that application application is a lease who, in that application is 
lessor for payment to lessor If an application under section 16G is made by a lessor alone under a lease who, in that application to the lessor, the Secretary to pay out an amount of money to the lessor of application by lessee for payment to lessee If an application to the lessor of application by lessee for payment to lessee If an application to the lessor of application by lessee for payment to lessee If an application to the lessor of application by lessee for payment to lessee If an application to the lessor of application by lessee for payment to less of application by lessee for payment to lessor of application by lessee for payment to less of application by lessee for payment to l
application under section 16G is made by a lessee alone under a lease who, in that application, directs the Secretary must give notice in writing of the receipt of the application to the lessor. (4) Payment to application to the lessor If a lessee to whom notice has been given under subsection (2) (a) does
not, within 14 days (or, where some other period is prescribed for the purposes of this subsection, that period) after service on the lessee has commenced prescribed proceedings in relation to an amount of money referred to in the
notice, or(b)does so notify the Secretary, but those proceedings are discontinued, the Secretary must pay out that amount to the lessor. (5)Payment to applicant lessee If a lessor to whom notice has been given under subsection, that period)
after service on the lessor of the notice or the date of posting of the notice, as the case may be, notify the Secretary in writing that the lessor has commenced prescribed proceedings are discontinued, the Secretary must pay out that
amount to the lessee.(6) (Repealed)(7)Conflicting applications If conflicting applications are received, the Secretary may disregard the later or latest applications may provide that the Secretary need not give notice under subsection (2) or (3) in such circumstances as may
be prescribed.(9) Extension of period in particular cases The Secretary may in any particular case extend the period prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 2005 No 90, Sch 1 [29] [38].16IPayment after prescribed by or under subsection (4) or (5).s 16H: Ins 200
section 16H (4) or (5), commenced prescribed proceedings in relation to the lease and judgment in the proceedings for the payment of money(a)the Secretary must(i)on being served with or obtaining a copy of that judgment or order, and(ii)on
being satisfied that the judgment or order has not been satisfied and no steps to enforce the judgment or order, or(b)where the Secretary on deposit in respect of the lease, as if the Secretary were the person obliged to pay under the judgment or order, or(b)where the Secretary is satisfied
that(i)the judgment has been entered or given, or the order made, and(ii)that judgment or order has been satisfied (other than as provided in paragraph (a)), the Secretary must pay out that amount of money to the person obliged to pay under the judgment or order. (2) If mediation of a retail tenancy dispute about a security bond has been successful,
the Secretary must pay out in conformity with the resulting agreement an amount of money held by the Secretary on deposit in respect of the lease concerned, and for that purpose the Secretary is entitled to require(a) a copy of a certificate issued under section 16N (3) setting out the terms of the resulting agreement, or(b) a notice in writing, in a
form approved by the Secretary, that is signed by the parties and sets out the terms of the resulting agreement. (3) For all purposes, money paid out by the person against whom the judgment was obtained or the order was made. s 16I: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1
[29] [39].16LWithdrawal of application for prescribed by or under section 16H (4) or (5)(a) a lessor or a lessee may, at any time before a payment is made in accordance with an application made by the lessor or lessee, withdraw
the application, and(b)for the purposes of this section, the application is thereupon taken never to have been made.s 16L: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [22].
person under this Part, the Secretary may, instead of paying out the money to that person, pay out or apply the money in accordance with that persons directions. (2) For the purposes of this Act, a court or the Tribunal is authorised to issue (a) a copy of any entry of a judgment or a copy of an order, in each case certified by the proper officer to be a
true copy of the entry or order, and(b)where proceedings have been discontinued, a certificate to that effect signed by the proper officer. (3) If a mediation of a retail tenancy dispute about a security bond is successful, the mediator or the Registrar may issue a certificate setting out the resulting agreement. Note. The certificate may be used for the
purposes of section 16I.(4) No claim other than a claim provided in this Part lies against the Secretary in respect of security bonds deposited with the Secretary in the Secretary in respect of security bonds deposited with the Secretary in the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Secretary in respect of security bonds deposited with the Sec
Enforcement provisionspt 2A, div 4: Ins 2005 No 90, Sch 1 [22].16OReceipts to be given for security bonds(1) A lessor, or the lessors agent, receiving money deposited or paid as a security bonds(1) A receipt given
under subsection (1) must contain the following particulars (a) the names of the lessor and lessee, (b) a sufficient identification of the retail shop concerned, (c) the amount of money received, (d) the date the money was received, (e) such other particulars as are prescribed for the purposes of this subsection. (3) A lessor, or the lessors agent, must keep or
cause to be kept, in the manner (if any) and for such term (if any) as are prescribed, a copy of each receipt given under this section. Note. Clause 24 of Schedule 3 provision referred to in that clause. s 160: Ins 2005 No 90, Sch 1
[22],16P(Repealed)s 16P: Ins 2005 No 90. Sch 1 [22], Rep 2017 No 2. Sch 1 [42],16OOffences and penalty(1) Any person who contravenes, whether by act or omission, any provision of this Part is guilty of an offence against this Act. (2) Any person who is guilty of an offence under this Part (other than under section 16BA (1) or 16WA (3)) is, on
of this Part, each person who is a director of the corporation or who is a director of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the management of the corporation is taken to have contravened in the corporation is taken to have contravened in the corporation
the corporation has been proceeded against or been convicted under that provision. (3) Nothing in this section affects any liability imposed on a corporation for an offence committed by the corporation against this Act or the regulations. (4) This section does not apply to a person in the persons capacity as a director of, or as a person concerned in the
management of, a corporation constituted by or under an Act.s 16R: Ins 2005 No 90, Sch 1 [22].16STime for commencing proceedings for an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part or regulations made for the purposes of this Part may be brought(a)in the case of an offence against this Part may be brought(a) and a purpose of the 
lease or a proposed leaseat any time before the expiration of the period of 3 years that next succeeds (i)the commission of the expiration of the expiration of the period of 3 years that next succeeds the commission of the offence. s 16S: Ins 2005 No 90, Sch 1
[22].Division 5 Accountspt 2A, div 5: Ins 2005 No 90, Sch 1 [22].16URetail Leases Security Bonds authorised to be paid out under section 16H or 16I,
and(b)any other payments authorised by or under this or any other Act to be made from that account. 16U: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [29]. 16VRetail Leases Security Bonds Interest Account. (1) There is to be paid into the Interest Account.
from the Interest Account(a) the costs of, or the expenses incurred in, the administration of this Act, and(b) any other payment to the Interest Account such contributions as are agreed annually by the Minister and the Treasurer for payment to the
Consolidated Fund.(4) Contributions referred to in subsection (3) are to be paid in the manner determined by the Treasurer.(5) (Repealed)s 16V: Ins 2005 No 90, Sch 1 [22]. Am 2017 No 2, Sch 1 [44].16WAgents of Secretary(1) Any money received, invested or paid out by an agent of the Secretary for the purposes of this Part is taken to have been
received, invested or paid out, as the case may be, by the Secretary on the day that it is received by the Secretary for the purposes of this Part is taken to have been received by the Secretary on the day that it is received by the Secretary for the purposes of this Part is taken to have been received by the Secretary on the day that it is received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purposes of this Part is taken to have been received by the Secretary for the purpose of this Part is taken to have been received by the Secretary for the purpose of this Part is taken to have been received by the Secretary for the purpose of this Part is taken to have been received by the Secretary for the purpose of the purpose of
Sch 1 [22].16WAArrangements for online delivery of services(1) The Secretary may establish an online retail bond service comprising online facilities and systems that can be used for any of the following purposes(a) to deposit a security bond with the Secretary, (b) to make a claim for the payment of a security bond, (c) to make a payment of an amount
of a security bond, (d) to give any notice or required to be given under this Part. (e) to do or facilitate the doing of any other person must not
require a lessee or another person to use the online rental bond service. Maximum penalty 50 penalty units.s 16WA: Ins 2017 No 2, Sch 1 [45]. 16YContinuous occupation For the purposes of this Part and regulations made in connection with security bonds, where the same lessee continuously occupies the same retail shop under a series of leases from
the same lessor, those leases are taken to be one lease.s 16Y: Ins 2005 No 90, Sch 1 [22].16ZAService of notices and other documents on Secretary may be served on the Secretary may be served (a) by being left at an office of the Department with a person
apparently employed there, or(b)in the case of a notice, by posting it addressed to the Secretary at an office of the Department, or(c)in a manner authorised by the Secretary for electronic service. (2) A letter giving a notice in writing to a lessor or lessee
at his or her last known address according to the records of the Secretary.(3) This section does not affect the generality of section applies to a retail shop
lease if(a)the liability of the lessee to pay rent under the lessee on the lessee entering into possession by a specified date), and(b)the lessor has fitout obligations under the lessee is required to provide any finishes, fixtures, fittings, equipment
or services before the lessee enters into possession of the shop).(2) A retail shop lease to which this section applies is taken to provide that(a)the lessee (such as an amount payable in respect of outgoings), in respect of any period before the lesser has substantially
complied with the lessors fitout obligations, and(b)the lessor is not entitled to deny the lessor is not entitled to deny the lessor fitout obligations under the lessor fitout obligations and the lessor fitout obligations are set of the lessor fitout obligations.
specified amount of money (whether or not there is provision for the amount to change). Note. Turnover rent is not a specified amount of money (it varies according to the lessees turnover). (2) A retail shop lease must not provide for a change to base rent less
than 12 months after the lease is entered into and must not provide for a change to that rent less than 12 months after any previous change to that rent. This subsection (2) prevents a lease providing for an increase to current market
rent more than once in 12 months. It does not prevent a lease providing for the rent to increased by $100 every 6 months after that. (3) A provision of a retail shop lease is void to the extent that
it(a) reserves or has the effect of reserving to one party a discretion as to which of 2 or more methods of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or(b) provides for a method of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or(b) provides for a method of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or(b) provides for a method of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or(b) provides for a method of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or(b) provides for a method of calculating a change to the base rent is to apply on a particular occasion of a change to that rent, or the base rent is to apply on a particular occasion of a change to that rent, or the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply on a particular occasion of a change to the base rent is to apply occasion occasion of a change to the base rent is to apply occasion occasio
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not the base rent is to be changed in accordance with that method on a particular occasion, or(c)provides for base rent to change would result in the higher or highest rent.(4) If a retail shop lease provides for a change to base rent in a way that has
the potential to cause that rent to decrease (such as a provision for the rent to change, or (b)limits or specification of, the amount to the extent that it(a)prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a)prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a)prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a)prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or enables the lessor or any other person to prevent base rent decreasing pursuant to the extent that it(a) prevents or extent that it(a) 
by which the base rent is to decrease.s 18: Am 1998 No 169, Sch 1 [18].19, 19A(Repealed)s 19: Subst 1998 No 169, Sch 1 [20]. Rep 2017 No 2, Sch 1 [49].21Special rentcost of fitoutNothing in this Act prevents a retail shop lease from providing for the
payment of a special rent (in addition to any other rent) to cover the cost of fitout, fixtures, fittings and equipment installed or provided by the lessor at the lessors expense. 21A (Repealed) s 21A: Ins 2005 No 90, Sch 1 [29]. Rep 2017 No 2, Sch 2 [29]. Rep 201
 amount to the lessor in respect of any outgoings except in accordance with provisions of the lease that specify(a) the outgoings that are to be regarded as recoverable, and(b) how those outgoings or any part of them may be recovered by the
 lessor from the lessee. Note. A lessee has no liability in respect of outgoings unless the liability was disclosed in the lessors disclosed in the lessee contributes refers to any outgoings in respect of which the lessee is liable under the lease to make any payment to the lessor. (3)
Costs associated with the advertising or promotion of a retail shopping centre, or of any business carried on there, are not outgoings for the purposes of this section.s 22: Am 2017 No 2, Sch 1 [52].22ARecovery by lessor of GST(1) An agreement that was made between a lessor and a lessoe before the date of commencement of this
 section (whether or not the agreement is contained in a lease), to the extent to which it provides for the payment by or recovery from the lessee of the amount of any GST payable in respect of the lease, is valid and is taken at all relevant times to have been validly made. (2) This section has effect despite any other provision of this Act.s 22A: Ins 2000
No 44, Sch 9 [4]. Subst 2002 No 106, Sch 1 [2].23Capital costs not recoverable from lessee to pay any amount in respect of the building in the
retail shopping centre or any areas used in association with any such building.24Depreciation not recoverable from lesseeA provision in a retail shop lease is void to the extent that it requires the lessee to pay any amount in respect of depreciation.24AInterest and charges incurred by lessor on borrowings not recoverable from lesseeA provision in a
retail shop lease is void to the extent that it requires the lessor in respect of interest or other charges incurred by the lessor in respect of amounts borrowed by the lessor in respect of amounts borrowed by the lessor in respect of interest or other charges incurred by the lessor in respect of interest or other charges incurred by the lessor.
the extent that it requires the lessee to pay an amount in respect of rent and other costs associated with unrelated land. (2) In this sectionunrelated land of the lessee to pay an amount in respect of rent and other costs associated with unrelated land of the lessee to pay an amount in respect of rent and other costs associated with unrelated land of the lessee to pay an amount in respect of rent and other costs associated with unrelated land of the lessee to pay an amount in respect of rent and other costs associated with unrelated land.
business in that building or retail shopping centre or in connection with trading in that building or retail shopping centre.s 24B: Ins 1998 No 169, Sch 1 [21].25Sinking fund to fund provision for major repairs and maintenance. the lease is
taken to include provision to the following effect(a) Any amount paid by the lessee in respect of the lessors outgoings on account of these major items of repair or maintenance is to be paid into the sinking fund as remains unexpended from time to time for any purpose for which the
 sinking fund was established is to be held by the lessor in an account bearing interest.(c)Amounts paid by the lessor on the sinking fund, must not be applied by the lessor for any purpose other than payment of any outgoings for which the sinking fund was established.(d)The
lessor is liable to contribute to the sinking fund any deficiency attributable to a failure by the lessor or any predecessor in title of the lessor will have to ensure that the sinking fund has been properly administered and maintained by the
previous lessor because the incoming lessor will be liable for any shortfall.(e)The major items of repair or maintenance for which contribution to the sinking fund may be required by the lessee are limited to repair or maintenance for which contribution to the sinking fund may be required by the lessee are limited to repair or maintenance for which contribution to the sinking fund may be required by the lessee are limited to repair or maintenance for which contribution to the sinking fund may be required by the lessee are limited to repair or maintenance of a building, or plant and equipment of a building, in which the retail shop is situated or, in the case of a retail shopping
centre, to the buildings, plant and equipment and areas used in association with the retail shopping centre in which the retail shopping centre in which the retail shopping to the lessor must keep full and accurate accounts of all money received
or held by the lessor in respect of the sinking fund.(h)The lessor must give the lessee, not later than 3 months after the end of each accounting period from the fund on items for which the lessee is required to contribute. The lessor
must also provide with the statement a report on the Statement provided by a lessor to a lessee is to be prepared in accordance with the relevant principles and disclosure requirements of applicable
accounting standards made by the Australian Accounting Standards Board, as in force from time to time.s 25: Am 1998 No 169, Sch 1 [22]; 2001 No 34, Sch 4.53.25ALimits on sinking fund to fund provision for major items of repair or
maintenance.(2) The lessor must not establish more than one sinking fund at any one time in respect of retail shopping centre.(3) The lessor must not require or accept contributions to the sinking fund in respect of any retail shopping centre that total an amount
that exceeds 5% of the total of the lessors estimated outgoings for the year concerned in respect of the sinking fund if the amount outstanding to the credit of the sinking fund is more than $250,000. Maximum penalty 50 penalty units. Second 1998 No
169, Sch 1 [23]. Am 2001 No 112, Sch 3.15.25BSinking fund repayment(1) This section applies to the lessor under a retail shop lease of a retail shop lease of a retail shop that provides for the establishment of a sinking fund to fund provision for major items of repair or maintenance.(2) If the building or retail shop ping centre in which the retail shop is located is destroyed
or demolished or, in the case of a retail shopping centre, the lessee liable to contribute to the lessee liable to contribute to the sinking fund that is equal to the
proportion that the lettable area of the lessees retail shop bears to the total lettable area of all the shops in respect of which contributions are required to be made to the fund. (4) In this sectionlessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lessor and lessee mean the persons who were the lesses are the lessor and lessee mean the persons who were the less
the building, or immediately before the retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ceased to operate.s 25B: Ins 1998 No 169, Sch 1 [23].26Limit on recovery of land tax(1) A provision of a retail shopping centre ce
of the lessee is not to exceed the amount of that liability had the amount of land concerned was the only land owned by the lessor was not a company classified under section 29 of that Act as a non-concessional company. (2) The land concerned is the land on which
the building or retail shopping centre of which the retail shopping centre or in connection with trading in that building or retail shopping centre. In the case of a shop
comprising a lot in a strata scheme under the Strata Schemes Development Act 2015, the land concerned is the lot.s 26: Am 1996 No 139, Sch 2.27 [2] (am 1997 No 55, Sch 2.18 [1] [2]); 2015 No 51, Sch 9.18 [2].28Outgoings statements(1) A retail shop lease is taken to include provision to the following effect(a)The lessor must give the lessee a
 written statement (an outgoings statement) that details all expenditure by the lessor in each accounting period of the lessor during the term of the lessor 
of the shopping centre and details of any material change in that gross lettable area during the period to which the outgoings statement of total management fees paid in respect of the centre, broken down into the fees paid towards the
administration costs of running the centre and other fees paid to the management company, and(ii) a statement of total cleaning costs paid by the regulations.(c)The outgoings statement is to be prepared in accordance with relevant
principles and disclosure requirements of applicable accounting standards made by the Australian Accounting Standards Board, as in force from time to time. (d) The outgoings statement is to be accompanied by a report (and the accounting period to which it relates. (e) The outgoings statement is to be accompanied by a report (and the accounting period to which it relates.)
auditors report) on the statement prepared by a registered company auditor (within the meaning of the Corporations Act 2001 of the commonwealth).(f)The auditors report is to include a statement by the accounting period concerned in
respect of outgoings to which the lessee is required to contribute, and as to whether or not the total amount of estimated outgoings for that period (as shown in the estimate of outgoings statement may be a
composite statement (that is, it may relate to more than one lessee) so long as each lessee to which it relates is able to ascertain from the statement need not be accompanied by an auditors report if the statement does not relate to any outgoings other
than land tax, water, sewerage and drainage rates and charges, insurance and strata levies, and it is accompanied by copies of assessments, invoices, receipts or other proof of payment in respect of all expenditure by the lessor as referred to in paragraph (a).(2) An auditor preparing a report under subsection (1) (e) or
the lessor must ensure that the lessor advises the auditor need not contact the lessor sproposed outgoings statement. The auditor need not contact the lessor sproposed outgoings statement.
under this subsection.(3) The auditor must consider any written submissions made pursuant to subsection (2).s 28: Subst 1997 No 52, Sch 1 [31][33].28ANon-provision of outgoings estimate or statement(1) A lessee is entitled to withhold payment of contributions for outgoings if(a)the lessor has failed
to give the lessee a written estimate of outgoings required under section 27 or an outgoings statement required under section 28, and(b)the lessee has, at or after the expiry of the time when the estimate or statement to the lessee, and(c)the
 lessors failure has continued for 10 business days after the request was made.(2) The lessee must pay the withheld contributions within 28 days after the estimate or statement.(3) The lessor is not entitled to recover interest or late payment charges in respect of contributions withheld in accordance with this section.(4) The lessee
 is not in breach of the retail shop lease for acting in accordance with this section. (5) This section does not affect any other rights that the lessee has in connection with the lessors failure to provide the estimate or statement. 28A: Ins 2005 No 90, Sch 1 [34]. 29Adjustment of contributions to outgoings based on actual expenditure properly and
reasonably incurred retail shop lease is taken to include provision to the following effect(a) There is to be an adjustment by the lesser and the lesser and the lesser and the lesser and the lesser to take account of any under-payment or over-payment by the lesser and the les
month after the lessor gives the lessor gives the lessee the outgoings statement referred to in section 28 for the period concerned and must in any event take place within 4 months after the end of that period.(b)The adjustment is to be calculated on the basis of the difference between the total amount of outgoings in respect of which the lessee contributed (that is
the estimated total expenditure by the lessor on outgoings during that period, but taking into account only expended by the lessor in respect of those outgoings. (c) Contribution by the lessor in respect of those outgoings during that period, but taking into account only expenditure properly and reasonably incurred by the lessor in respect of those outgoings during that period, but taking into account only expended by the lessor in respect of those outgoings.
and expenditure by the lessor in respect of, repairs and maintenance is not to be taken into account for the purposes of the adjustment to the extent that the contribution is, and the expenditure is in respect of, contribution sequired to be paid into a sinking fund as referred to in section 25.s 29: Am 1997 No 52, Sch 1 [6].30Non-specific outgoings
contribution limited by ratio of lettable area(1) A lessee under a retail shopping centre is not liable to contribute towards a non-specific outgoing of the lessor (that is, an outgoing not specifically referable, and
 is not liable to contribute an amount in excess of an amount calculated by multiplying the total amount of that outgoing is referable. (2) An outgoing is referable to a retail shop if the shop is one of the shops that enjoys or shares the
 benefit resulting from the outgoing. (3) An outgoing on account of GST payable by the lessor in respect of rent payable under a lease is not a non-specific outgoing of the lessor for the purposes of this section. Note. This section prevents a lessee being required to make up for any shortfall in outgoings recouped by the lessor that is attributable to vacant
 shops or concessions allowed to other lessees.s 30: Am 2002 No 106, Sch 1 [3].31Determination of current market rent (1) A retail shop lease that provides an option to renew or extend the lease at current market rent is taken to include provision to the following effect(a)The current
market rent is the rent that would reasonably be expected to be paid for the shop, as between a willing lessor and a willing lessor and
lease,(ii)the rent that would reasonably be expected to be paid for the shop if it were unoccupied and offered for renting for the lease, (iii)the gross rent, less the lessors outgoings payable by the lessee, (iv)rent concessions and other benefits that are frequently or generally
offered to prospective lessees of unoccupied retail shops. The current market rent is not to take into account the value of the lessees fixtures and fittings on the retail shop premises. (b) If the lessee do not agree as to what the actual amount of that rent is to be, the amount of the
rent is to be determined by valuation carried out by a specialist retail valuer appointed by agreement, by the Registrar.(c)The matters set out in paragraph (a) are to be taken into account by a specialist retail valuer appointed by agreement, by the Registrar.(c)The matters set out in paragraph (a) are to be taken into account by a specialist retail valuer appointed by agreement, by the Registrar.(c)The matters set out in paragraph (b) in determining the amount of the rent.(d)The lessor must,
not later than 14 days after being requested to do so by a specialist retail valuer appointed under paragraph (b), supply the valuer to determine the current market value, including the following information about leases for
comparable retail shops in the same building or retail shopping centre(i)current rental for each lease,(ii)rent free periods or any other information prescribed by the regulations.(e)A valuation for the purposes of paragraph (b) is to be in
writing and to contain detailed reasons for the specialist retail valuers determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination.
provided by this section can be avoided if the parties can come to an agreement as to what the rent is to be.(1A) A party to a lease may apply to the Registrar for the appointment of a specialist retail valuer to assist in the valuers
consideration of the valuation, and the valuation, and the valuer must consider any such written submissions. (2) A specialist retail valuer must make a valuation of a current market rent for the purposes referred to in this section not later than 1 month after receiving the information referred to in subsection (1) (d). (3) A specialist retail valuer must make a valuation of a current market rent for the purposes referred to in this section not later than 1 month after receiving the information referred to in subsection (1) (d). (3) A specialist retail valuer must make a valuation of a current market rent for the purposes referred to in this section not later than 1 month after receiving the information referred to in this section (1) (d). (3) A specialist retail valuer may apply to the Tribunal
under Part 8 for an order that a lessor comply with a request referred to in subsection (1) (d) to supply relevant information about leases for retail shopping centre to assist the valuer to determine the rent. (4) The reasons and matters included in a valuation as referred to in subsection (1) (e) must not be set
out in a way that discloses information identifying other leases or parties to other leases or relating to the business of parties to other leases whose parties to other leases whose parties to other leases or relating to the business of parties to other leases or relating to the business of parties to other leases. This subsection does not apply to leases between the parties to other leases or relating to the business of parties to other leases.
[25]. Am 2005 No 90, Sch 1 [35][40]; 2017 No 2, Sch 1 [54] [55].31AInformation by a lessor or a lessee for the purpose of determining under section 31 the amount of rent under a retail shop lease must not(a) use or permit the use of the information for any purpose other
 than to determine the current market rent for the lease concerned, or(b)communicate or divulge that information to be communicated or divulged to any other person. Maximum penalty 50 penalty units. (2) This section does not prevent the specialist retail valuer using or communicating or divulging that
 information, or permitting any other person to do so, in the following circumstances(a)in accordance with a consent of both the lesser and the lessee, or relating to a lessees business, for the purpose of specifying the matters taken into
consideration in making the determination concerned.(3) A specialist retail valuer who contravenes this section is liable to pay to the lessor or lessee as a result of the information being so used or communicated or divulged. The amount of the compensation is to be the
amount agreed between the valuer and the person seeking compensation or, in the event of a failure to agree, as determined by the Tribunal.s 31A: Ins 1998 No 169, Sch 1 [26].32Opportunity for lessee to have current market rent is
taken to include provision to the following effect(a)The lessee is entitled to request a determination of the current market rent at any time within the period that begins 6 months before and ends 3 months before and the lessee have
already agreed as to what the actual amount of the request by giving notice in writing of the request to the lessee makes such a request, the amount of the current market rent is to be determined (as at the time of the request) in accordance with the provisions of section 31, and the period
 within which the lessee must exercise the option is varied so that the last day on which the option may be exercised is 21 days after the determination of rent is not notified within 21 days before the end of the term of the lessee may exercise the option within 21 days
after the determination is notified in writing to the lessee (whether before or after the lease would otherwise expire.(d)The parties agree that the amount of rent determined under paragraph (c) is the current market
rent for the purposes of the exercise of the e
are shortened to 3 months and 30 days respectively.s 32: Am 2005 No 90, Sch 1 [41] [42].32AReview of current market rent determinations (1) Application for review A party to a lease may apply to the Registrar for the appointment of two specialist
retail valuer made under section 31.(2) The application for a review must be made within 21 days after the party first received a copy of the determination. Note. Subsection (13) provides another opportunity to make an application for a review by and decision of valuers The specialist retail valuers
may conduct the review and may jointly(a) affirm the reviewed determination, or(b) vary the reviewed determination, or(b) vary the reviewed determination apply to and in respect of the original specialist retail valuer. (5) Without limiting
 subsection (4), the specialist retail valuers jointly and severally have the provisions of the original specialist retail valuer in connection with obtaining information under the provisions referred to in that subsection. (6) The specialist retail valuers are to conduct the review and reach their decision not later than one month after they are
notified of their appointment.(7) If the specialist retail valuers are unable to agree by the end of the month referred to in subsection (6), the valuers are taken to have decided to affirm the determination.(8) Access to original determination and information It is the duty of the specialist retail valuer (the original valuer) who made the original
 determination, and of each party to the lease, to ensure that the specialist retail valuers reviewing the determination are given access to(a) the original determination, to which the original valuer had regard to in making the original determination, to the extent that the
 information is available to the original valuer or party, unless the specialist retail valuers indicate that they do not require access to the determination or information to be given to them under this subsection. (9) Costs of review by the specialist retail valuers (a) the parties to the lease are to pay
the costs of the review in equal shares, unless paragraph (b) applies, (b) the party who applies for the amount specified in the original determination.
(10) Effect, finality and setting aside of decision A varied determination has effect as if it were the original determination (12), the joint decision of the specialist retail valuers is final and binding on the parties to the lease within 21 days after the decision of
 Tribunal.(13) If the decision is set aside, a party to the lease may make a fresh application to the Registrar under subsection (1) in relation to the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the date of the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the original determination within the period of 21 days after the origi
 2, Sch 1 [56][58].32BAppointment of specialist retail valuers (1) The Registrar may appoint specialist retail valuers on application under this Act.(2) The appointment of a specialist retail valuer is to be made from separate lists of nominees prepared separately by or on behalf of the persons for the time being holding or acting in the offices of President
of the Australian Property Institute Limited (NSW Division), Chief Executive Officer of the Royal Institute and President and President and President and Presi
in equal shares.(4) The Registrar may attach such conditions as the Registrar considers appropriate to the appointment of a specialist retail valuer in connection with valuations under this Act.(5) No matter or thing done or omitted to be done by a specialist retail valuer appointed
by the Registrar subjects the valuer to any action, liability, claim or demand if the matter or thing was done in good faith for the purposes of a determination of rent by valuation carried out by a specialist retail valuer under a provision of this Act.s 32B: Am 2017 No 2, Sch 1 [59]. Part 4 Alterations and other interference with the shop33Lessee to be
 given notice of alterations and refurbishment of the building or retail shop lease is taken to provide that the lessor must not commence to carry out any alteration or refurbishment of the building or retail shop lease is taken to provide that the lessor must not commence to carry out any alteration or refurbishment of the building or retail shop lease is taken to provide that the lessor must not commence to carry out any alteration or refurbishment of the building or retail shop lease is taken to provide that the lessor must not commence to carry out any alteration or refurbishment.
 of the proposed alteration or refurbishment at least 2 months before it is commenced, or(b)the alteration or refurbishment is necessitated by an emergency and the lessor has given the lessor has giv
 provide that if the lessor(a)inhibits access of the lessee to the shop in any substantial manner, or(b)takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop, or(c)unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop, or(c)unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop, or(c)unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop, or(c)unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop, or(c)unreasonably takes any action that causes significant disruption of, or has a significant adverse effect on, trading of the lessee in the shop in the shop in the lessee in the shop in the lessee in the shop in the lessee in the shop in the sho
 or(d)fails to take all reasonable steps to prevent or put a stop to anything that causes significant disruption of, or which has a significant adverse effect on, trading of the lessee in the shop and that is attributable to causes within the lessors control, or(e)fails to rectify any breakdown of plant or equipment under the lessors care or maintenance, or(f)in
the case of a shop within a retail shopping centre, fails to adequately clean, maintain or repair the retail shopping centre (including common areas), and the lesser to do so, t
 loss or damage (other than nominal damage) suffered by the lessee as a consequence. (2) In determining whether a lessor has acted unreasonably for the purposes of subsection (1) (c), due consideration is to be given to whether the lessor has acted unreasonably for the purposes of subsection (1) (and the purposes of subsection (2) In determining whether the lessor has acted unreasonably for the purposes of subsection (3) A retail shop lease may
 include a provision preventing or limiting a claim for compensation under the provisions implied by this section in respect of any particular disturbance was given to the lessee before the lease was entered into, and the statement included the
 following(a) a specific description of the nature of the disturbance, (b) a statement assessment was reached, (c) a statement of the timing, duration and effect of the disturbance, so far as they can be predicted. (3A) A general statement to the effect that
 disturbances may occur during the term of the lease without setting out the matters referred to in subsection do not apply to any action taken by the lessor(a) as a reasonable response to an emergency situation, or(b)in compliance with any duty imposed by this section do not apply to any action taken by the lessor(a) as a reasonable response to an emergency situation, or(b)in compliance with any duty imposed by this section do not apply to any action taken by the lessor(a) as a reasonable response to an emergency situation, or(b)in compliance with any duty imposed by this section do not apply to any action taken by the lessor(a) as a reasonable response to an emergency situation, or(b)in compliance with any duty imposed by this section do not apply to any action taken by the lessor(a) as a reasonable response to an emergency situation, or (b) in compliance with any duty imposed by the lessor (a) and action taken by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any duty imposed by the lessor (b) in compliance with any
or under an Act or resulting from a requirement imposed by a public or local authority of an Act.s 34: Am 2005 No 90, Sch 1 [44].37Employment restrictionA retail shop lease must not contain any provision which limits or has the effect of limiting the lessees right to employ persons of the lessees own choosing, but this
section does not prevent the lease containing any one or more of the following provisions (a)a provision specifying minimum standards of competence and behaviour for persons (such as contractors) doing work in the shop, (a1)a provision specifying minimum standards of competence and behaviour for persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop or other persons (such as contractors) doing work in the shop of the s
 clearances for persons employed in the shop or other persons (such as contractors) doing work in the shop, but only if the provision is included in the lease with the approval in writing of the Registrar given in a particular case, (b) a provision requiring the
 lessee to comply with the requirements of any industrial award, industrial agreement or enterprise agreement (such as a construction site agreement) affecting any retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shop is situated.s 37: Am 2017 No 2, Sch 1 [67].38Refurbishment and refittingProvision in a retail shopping centre in which the shopping centre in which the shopping centre in which the shopping centre in the shopping cen
the shop is void unless it gives such details of the required refurbishment or refitting. Part 5 Assignment and termination 39Grounds on which consent to assignment and termination 39Grounds on which consent to the required refurbishment or refitting.
assignment of a retail shop lease in any of the following circumstances (and is not entitled to withhold that consent in any other circumstances)(a) if the proposed assignee proposes to change the use to which the shop is put,(b) if the proposed assignee proposed 
lessee has not complied with section 41 (Procedure for obtaining consent to assignment),(d)the circumstances set out in section 80E,(e)in the case of a retail shop lease that has been awarded by public tender, if the assignee fails to meet any criteria of the tender.(2) This section does not preclude any right of the lessor to require payment of a
reasonable sum in respect of any legal or other expenses incurred in connection with the consent, so long as the lessor has substantiated those expenses to the lessor at the request of the lessor must not, as lessor or on behalf of the lessor.
 seek or accept the payment of key-money in connection with the granting of consent to the assignment of a retail shop lease and any provision of a retail shop lease is void to the extent that it requires or has the effect of requiring the payment of key-money in connection with the granting of consent to the assignment of the lease. (2) If a person
contravenes this section(a) the person is guilty of an offence and liable to a penalty units, and(b) (whether or not the person is convicted of an offence under paragraph (a)) the lessee and accepted by or on
 behalf of the lessor in contravention of this section.(3) This section does not preclude any right of the lessor to require payment of a reasonable sum in respect of any legal or other expenses incurred in connection with such a consent. The lessee is entitled to have those expenses substantiated by the lessor before making such a payment.(4) This
 section does not prevent a lessor from securing performance of the assignee or any other person. Note. This section and section 39 do not prevent the lessor and a proposed assignee entering into a new lease of the retail
 shop as an alternative to an assignment of the existing lease.s 40: Am 2005 No 90, Sch 1 [47].41 Procedure for obtaining consent to assignment to an assignment to an assignment of the lease must be made by the lessee in
 writing.(b)The lessee must provide the lessor with such information as the lessor may reasonably require to be satisfied that the financial resources and retailing skills of the proposed assignee with an updated lessors disclosure statement (comprising a copy of the
 lessors disclosure statement given to the lessee in respect of the lease together with details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the lessee).
 statement, the lessor must provide the lessee with an updated lessors disclosure statement within 14 days after being requested to do so by the lessee. (e) If the lessor fails to provide the proposed assignee with an updated lessors disclosure statement, it is sufficient compliance with the requirement to provide the proposed assignee with an updated lessors disclosure statement, it is sufficient compliance with the requirement to provide the proposed assignee with an updated lessors disclosure statement, it is sufficient compliance with the requirement to provide the proposed assignee with an updated lessors disclosure statement.
if the lessee instead provides a lessors disclosure statement completed by the lesse to the best of the lesse to the best of the lesser must deal expeditiously with a request for consent to assignment of the lesser has 28 days (the decision
period) to decide whether to consent or to refuse consent to assignment. The decision period starts from when the requirements of this section (whichever is later).(h)The lesser or from when the requirement of this section when the requirements of this section (whichever is later).
section and the lessor has not, within the decision period, given notice in writing to the lessee either consenting or withholding consent to assignment.(i)The regulations may prescribe a period that is to replace the period of 28 days as the decision period in this section.s 41: Am 1998 No 169, Sch 1 [29] [30]; 2005 No 90, Sch 1 [48][50]. Subst 2017 No
2, Sch 1 [69].41AProtection of assignor of lease for ongoing business (1) A person (the assignor) who assigns a retail shop lease in connection with the continued use of the shop for the conduct of an ongoing business has no liability to the lesser in respect of amounts payable under the lease by the assignee after the lease is assigned if the lessee
complies with the requirements of this section.(2) The assignment of lease (a) provide the assignment of lease (a) provide the assignment of lease together with details of any changes that have occurred in respect
of the information contained in that disclosure statement in or to the effect of the form set out in Part A of Schedule 2A, and(c)provide the lessor with a copy of the assignors disclosure statement in or to the effect of the form set out in Part A of Schedule 2A, and(c)provide the lessor with a copy of the assignors disclosure statement in or to the effect of the form set out in Part A of Schedule 2A, and(c)provide the lessor with a copy of the assignors disclosure statement (as provided to the assignors disclosure statement).
paragraph (b)) together with a document signed by the assignor and assignee that is in or to the effect of the form set out in Part B of Schedule 2A (the disclosure confirmation).(3) For the purpose of enabling the lessee to provide the proposed assignee with an
updated lessors disclosure statement within 14 days after being requested to do so by the lessee, but if the lessor fails to do so(a)it is sufficient compliance with the requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requested to do so(a)it is sufficient compliance with the requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requirement to provide the proposed assignee with an updated lessors disclosure statement within 14 days after being requirement within 14 da
 best of the lessees knowledge (but with information as to current outgoings in place of information as to estimated outgoings), and(b) the assignee can sign the disclosure confirmation on the basis that the lessors disclosure statement. (4) The
 protection from liability afforded by this section to the assignor extends to any guarantor or covenantor of the assignor (3) The assignor extended by this section if the assignor to the assignor extends to any guarantor or covenantor of the assignor (and any guarantor or covenantor of the assignor extended by this section if the assignor extended by this section if the assignor (and any guarantor or covenantor of the assignor) is not entitled to the protection of the assignor extended by this section if the assignor (and any guarantor or covenantor of the assignor extended by this section if the assignor (and any guarantor or covenantor of the assignor) is not entitled to the protection of the assignor (and any guarantor or covenantor of the assignor) is not entitled to the protection of the assignor (and any guarantor or covenantor or covenan
 169, Sch 1 [31]. Am 2005 No 90, Sch 1 [51]. Subst 2017 No 2, Sch 1 [69].42Lessor may reserve right to refuse in the lessors absolute discretion(a)consent to the grant of a sublease, licence or concession in respect of the whole or any part of the shop
 or(b)consent to the lessee parting with possession of the whole or any part of the shop, or(c)consent to the lessee mortgaging or otherwise charging or encumbering the lessees estate or interest in the lessees 
shop lease to the extent that the section is inconsistent with this Act (or any conditions implied in a lease by this Act). 44Notice to lessee of lessors intentions at end of lease (1) Not less than 6 months and not more than 12 months before the expiry of a lease, the lessor must by written notification to the lessee either(a) offer the lessee a renewal or
extension of the lease on terms specified in the notification (including terms as to rent), or(b)inform the lessee that the lessor does not propose to offer the lessee a renewal or extension of the lease. Note. A notice under paragraph (b) may include other information as to the lessors intentions (for example, that the lessor intends to allow the lessee to
remain in possession of the shop as a periodic tenant under any provisions of the lease as to holding over, or as a tenant at will). Because such a statement of intention, a lessee should be aware that it may not of itself bind the lessor. (2) An offer made for the purposes of subsection (1) (a) is not capable of revocation for 1 month
after it is made. Note. This allows the lessee 1 month to decide whether to accept the offer open for longer than 1 month. The parties may also negotiate a new lease. (3) If the lessor fails to give a notification to the lessee as required by this section, the term of the lease is extended until the end of 6 months after
the lessor gives the notification required by this section, but only if the lesse requests that extension by notice in writing to the lesse may terminate the lease by giving not less than 1 months notice of termination in writing to
the lessor.(5) This section does not apply to a lease containing an option to renew or extend the lease or that is the subject of an agreement for the renewal or extension of the lease (6) If a retail shop lease is for a term of 12 months or less, the periods of 12 months and 6 months in this section are shortened to 6 months and 3 months
respectively.44ANegotiations for renewal or extension of lease or invite tenders or expressions of interest for tendering, during the term of the lease, unless(a) the lease or invite tenders or extension of the lease a renewal or extension of the lease
under section 44 (1) (a), the offer has not been accepted and (not earlier than one month after the lesser by written notice informs the lesser that negotiations are concluded without result, or(b) the lessor by written notice informs the lesser that negotiations are concluded without result, or(b) the lessor by written notice informs the lesser that negotiations are concluded without result, or(b) the lessor by written notice informs the lesser that negotiations are concluded without result, or(b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser that negotiations are concluded without result, or (b) the lessor by written notice informs the lesser than negotiations are concluded without result.
 there are no arrangements to allow the lessee to remain in possession of the shop, or(c)the lessee by written notice informs the lessee wishes to withdraw from the negotiations, or(d)the lessee has vacated or agrees in writing to vacate
the shop, or(e) the lessee consents in writing to publication of the advertisement. Maximum penalty 50 penalty units. (2) This section does not apply to a lease of community land
 within the meaning of the Local Government Act 1993.s 44A: Ins 2005 No 90, Sch 1 [52].45Key-money and lease preparation expenses for renewal or extension prohibited(1) A person must not, as lessor or on behalf of the lessor, seek or accept the payment of key-money or lease preparation expenses in connection with the renewal or extension of a
retail shop lease and any provision of a retail shop lease is void to the extent that it requires or has the effect of requiring the payment of key-money or lease preparation expenses in connection with the renewal or extension of the lease. (2) If a person contravenes this section (a) the person is guilty of an offence and liable to a penalty not exceeding 100
penalty units, and(b)(whether or not the person is convicted of an offence under paragraph (a)) the lessee and accepted by or on behalf of the lessor in contravention of this section. (3) This section does not prevent a lessor(b) from
receiving payment of rent in advance, or(c) from securing performance of the lessees obligations under the renewed or extended lease by requiring the provision of a security bond or other bond or a guarantee from the lessees obligations under the renewed or extended lease by requiring the provision of a security bond or other bond or a guarantee from the lessees obligations under the renewed or extended lease by requiring the provision of a security bond or other bond or a guarantee from the lessees obligations under the renewed or extended lease by requiring the provision of a security bond or other bond or ot
 extension of the lease.(4) This section does not prevent a person, as lessor or on behalf of the lessor, from requiring payment by the prospective lessee or the lessee of a reasonable sum in respect of lease preparation expenses incurred in connection with making an amendment to a proposed lease, or to a lease as is proposed to be extended, that was
 requested by or on behalf of the prospective lessee or the lessee, other than(a)an amendment to insert or vary the particulars of the lessor to include or omit a term of the proposed lease, or the lease as proposed to be extended, that was, at the time of the
 failure to include or omit, agreed between the lessor and the proposed lessee or lessee to be included in or omitted from the proposed lease, or the lease as proposed to be extended, or(c) if the amendment is in connection with the renewal of a retail shop lease, an amendment requested before the lessor is given a lessees disclosure update under
 section 11A.(5) If a prospective lessee or the lessee is liable to pay a reasonable sum referred to in subsection (4), the lessor must provide the prospective lessee or lessee is not required to make any such payment until the lessor has
complied with this requirement.s 45: Am 2004 No 84, Sch 1 [7][9]; 2005 No 90, Sch 1 [53]. Part 6 Miscellaneous 47 Information about turnover from online transactions (1) The lessee under a retail shop lease cannot be required to provide the lessor with information concerning the turnover of the business of the lessee that is turnover from online
transactions, and a provision of the lease is void to the extent that it purports to require the provision of information concerning turnover from online transactions where the goods or services concerned are delivered or provided from or at the retail shop (or
the retail shopping centre of which the shop forms part) or where the transaction takes place while the customer is at the retail shop).s 47: Am 1996 No 24, Sch 1 [54]. Ins 2017 No 2, Sch 1 [70].48Independent legal advice(1) The lessed
or a prospective lessee under a retail shop lease must not be compelled to use the services of a lawyer or licensed conveyancer in contravention of this section, the lessor is liable to pay to the lessee the amount of any
fees paid by the lessee to that lawyer or licensed conveyancer for those services. (3) (Repealed)s 48: Am 1998 No 169, Sch 1 [71]. Part 7 Additional requirements for retail shopping centres49Part applies only to retail shopping centres49Part applies49Part applies49Part applies49Part applies49Part applies49Part applies49Part applies49Part applies59Part applies59Part applies59Part applies59Part applies59Part applies59Part applies59Par
those leases) applies in addition to the other provisions of this Act.50Confidentiality of turnover information to the lessee to provide by the lessee, but this
does not prevent the lessor communicating or divulging any such information about a retail shopping centre in a manner that does not disclose information relating to the turnover of an individual lessees business, or(c) to a court or arbitrator or for the
purposes of any mediation or valuation for the purposes of this Act or the lease, or(d)in compliance with a requirement made by or under an Act, or(e)to the lessors professional advisers (such as legal or financial advisers), or to the purpose in good faith of enabling the lessor to obtain financial
 accommodation, or(f)in good faith to a prospective purchaser of the retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms part. Maximum penalty 20 penalty units. 51 Statistical information to be made available to lessee If a retail shop or the building of which it forms penalty 20 penalty 
 information (such as traffic counts), the lease is taken to include provision that the lessor must make any information so obtained by the lessee to undertake any advertising or promotion of the lessees
 business. This section does not apply to a provision in a lease that requires any payment to the lessor for advertising and promotion costs incurred by the lessor. Note. This does not prevent a lessor to require all
 lessees in the shopping centre to contribute towards advertising and promotion costs for the lesser to pay any amount to the lesser in respect of advertising and promotion costs, the lease is taken to include provision to the following effect(a)The lessor must, at
 least 1 month before the start of each accounting period of the lessor, make available to the lessee a marketing plan that gives details of the lessors proposed expenditure on advertising and promotion, the lessor must, at least 1 month before that opening promotion,
 make available to the lessee details of the proposed expenditure on that promotion.54Six-monthly advertising and promotion expenditure statement to be made available to lessees(1) A retail shop lease is taken to include provision to the following effect(a)The lessor must make a written statement available for examination by a lessee detailing all
 expenditure relating exclusively to the building or centre in which the lessor on account of advertising and promotion costs to which the lessors accounting periods during the term of the lease (once
 in relation to expenditure during the first 6 months of each such accounting period and once in relation to expenditure during the second 6 month period to which it relates. (2) The details to be provided in a statement made available
contributed by the lesses, and(b)in respect of contributions by the lesses on account of advertising and promotion costs of the lessor relating exclusively to the building or centre and in respect of contributions by the lessor on account of advertising and promotion costs of the lessor (i)a statement of the total unspent amount carried forward to that
period, and(ii)a statement of the total unspent amount to be carried forward to the next period, and(c)any other statement to be given to lessees(1) A retail shop lease is taken to include provision to the following
 effect(a) The lessor must give the lessor must give the lessor in each accounting period of the lessor in each accounting period of the lessor during the term of the lessor must give the lessor in each accounting period of the lessor in each accounting period of the lessor during the term of the lessor must give the lessor in each accounting period of the lessor during the term of the lessor must give the lessor in each accounting period of the lessor during the term of the lessor during the term of the lessor must give the lessor must give the lessor during the term of the lessor during the term of
the lease.(b)The advertising statement is to be prepared in accordance with relevant principles and disclosure requirements of applicable accounting Standards Board, as in force from time to time.(c)The advertising statement is to be given to the lessee within 3 months after the end of the accounting
  period to which it relates.(d) he advertising statement is to be accompanied by a report (an auditors report) on the statement prepared by a registered company auditor within the meaning of the Corporations Act 2001 of the Commonwealth).
correctly states the expenditure by the lessor during the accounting period concerned in respect of advertising or promotion costs to which the lessee is required to contribute. (2) The details to be provided in an advertising statement given to a lessee under this section in relation to an accounting period must also include (a) in respect of expenditure
by the lessor on account of advertising and promotion costs of the lessor in respect of contributed by the lessor on account of advertising and promotion by the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor on account of advertising and promotion costs of the lessor of account of advertising and promotion costs of the lessor of account of advertising and promotion costs of the lessor of account of advertising and promotion costs of the lessor of account of advertising and promotion costs of the lessor of account of advertising account of advertising
costs of the lessor relating exclusively to the building or centre and in respect of contributions by the lessee on account of advertising and promotion costs of the total unspent amount to be carried forward to the next accounting
period, and(c)any other statements prescribed by the regulations.(3) An auditor preparing a report under subsection (1) (d) or the lessor must ensure that the lessors proposed advertising statement. The auditor need not contact the lessee for
the purposes of this subsection if the lessor advises the auditor must consider any written submissions made pursuant to subsection (3).s 55: Subst 1997 No 52, Sch 1 [7]. Am 2001 No 34, Sch 4.53; 2005 No 90, Sch 1 [57] [58].55ANon-provision of
marketing plan or advertising and promotion statement(1) A lessee is entitled to withhold payment of contributions in respect of advertising or promotion costs of the lessor has failed(i)to make available to the lessee details of proposed expenditure on
an opening promotion as required under section 53 (b), or(iii)to make available to the lessee a written statement of expenditure required under section 55, and(b)the lessee an advertising statement was required to be made
available to or given to the lessee, requested the lessor furnish the plan, details or statement to the lessee must pay the withheld contributions within 28 days after the lessor furnishes the plan, details or statement. (3) The lessor is not
entitled to recover interest or late payment charges in respect of contributions with this section. (4) The lessee is not in breach of the retail shop lease for acting in accordance with this section. (5) This section does not affect any other rights that the lessee has in connection with the lessors failure to provide the plan, details or
statement.s 55A: Ins 2005 No 90, Sch 1 [59].56Unexpended advertising and promotion contributions to be carried forwardA retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shop lease in the shopping centre under a retail shopping cent
purpose for which it was contributed must be carried forward by the lessor, to be applied towards future expenditure on advertising or promotion of the centre.57(Repealed)s 57: Am 1997 No 52, Sch 1 [8][11]. Rep 1998 No 169, Sch 1 [83].58Termination for inadequate sales prohibited retail shop lease must not contain a provision that permits or
otherwise provides for the termination of the lessee or the business of the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping on business of the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping that the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying on business outside the retail shopping the lessee from carrying the lessee from car
centre, either during the term of or after the expiry of the lease. (2) This section does not operate to prevent a lease or other agreement from containing a provision that prevents the use of the name of the retail shopping centre in connection with a business carried on outside the shopping centre. 62Special provision for strata shopping centres if a
retail shop lease applies in respect of a shop that comprises the whole or part of a lot under the Strata Schemes Development Act 2015, sections 5056 and 61 apply in respect of the lease as if(a) references in those sections to a retail shop lease (or a provision of the lease) included a reference to the by-laws (or a provision of the by-laws) for the strata
scheme concerned, and(b)references in those sections to the lessor included reference to the body corporate under the strata scheme concerned and any centre manager appointed, employed or engaged by the body corporate to have management functions in respect of the centre. Note. Considering section 54 as an example of the operation of section
62The provisions of section 54 are taken to form part of the by-laws for the retail shopping centre. The section will have no obligations under
section 54 because those amounts are not charged under the lease. The body corporate and the centre manager on the other hand will have the obligations that the lessor would otherwise have had.s 62: Am 1996 No 139, Sch 2.27 [3] (am 1997 No 55, Sch 2.18 [1] [2]); 2015 No 51, Sch 9.18 [3].Part 7A Unconscionable conduct and misleading or
deceptive conductpt 7A, hdg: Ins 1998 No 169, Sch 1 [34]. Subst 2005 No 90, Sch 1 [60].62AApplication of Division (1) This Division extends to apply to a retail shop lease that was entered into before the commencement of section 6 or
under an option granted or agreement made before the commencement of section 6, but only if this Act would have applied to the lease if it had been entered into after the commencement of this section. (3) Nothing in this Division affects the operation of
Division 2.s 62A: Ins 1998 No 169, Sch 1 [61] [62].62BUnconscionable conduct that is, in all the circumstances, unconscionable.(2) A lessee must not, in connection with a retail shop lease, engage in conduct that
is, in all the circumstances, unconscionable. (3) Without in any way limiting the matters to which the Tribunal may have regard for the purpose of determining whether a lessor has contravened subsection (1) in connection with a retail shop lease, the Tribunal may have regard to (a) the purpose of determining whether a lessor has contravened subsection (1) in connection with a retail shop lease, the Tribunal may have regard to (a) the purpose of determining whether a lessor has contravened subsection (1) in connection with a retail shop lease, the Tribunal may have regard to (a) the purpose of determining whether a lessor has contravened subsection (1) in connection with a retail shop lease, the Tribunal may have regard to (a) the purpose of determining whether a lessor has contravened subsection (2) the purpose of determining whether a lessor has contravened subsection (3) the purpose of determining whether a lessor has contravened subsection (3) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (3) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the purpose of determining whether a lessor has contravened subsection (4) the lessor has co
lessee, and(b)whether, as a result of conduct engaged in by the lessor, the lessee was required to comply with conditions that were not reasonably necessary for the protection of the lessee, and(d)whether any undue influence or pressure
 was exerted on, or any unfair tactics were used against, the lessee or a person acting on behalf of the lessee by the lesser or a person acting on behalf of the lessee could have acquired an identical or equivalent lease from a person other than the
lessor, and(f)the extent to which the lessors conduct towards the lessee was consistent with the lessors conduct in similar transactions between the lessors conduct in similar transactions between the lessors conduct towards the lessors conduct in similar transactions between the lessors conduct in similar transactions between the lessors conduct in similar transactions between the lessors conduct towards the lessors conduct in similar transactions between the lessors conduct towards the lessors condu
comply with that code, and(i)the extent to which the lessor unreasonably failed to disclose to the lessor should not be apparent to the lessee, and(ii)any risks to the lessor should have foreseen would not be apparent to the lessee, and(i)the extent to which the lessor should have foreseen would not be apparent to the lessee, and(i)the extent to which the lessor should have foreseen would not be apparent to the lessee, and(i)the extent to which the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have foreseen would not be apparent to the lessor should have forest to the lessor should have fo
extent to which the lessor was willing to negotiate the terms and conditions of any lease with the lessee, and(k) the extent to which the lesser and the lessee acted in good faith.(4) Without in any way limiting the matters to which the lessor and the lessee acted in good faith.(4) Without in any way limiting the matters to which the lessee acted in good faith.(4) Without in any way limiting the matters to which the lessee acted in good faith.
connection with a retail shop lease, the Tribunal may have regard to(a) the relative strengths of the bargaining positions of the lessee and the lessor was required to comply with conditions that were not reasonably necessary for the protection of the legitimate interests of the
lessee, and(c)whether the lessor was able to understand any documents relating to the lessor or a person acting on behalf of the lessor was exerted on, or any unfair tactics were used against, the lessor or a person acting on behalf of the lessor was able to understand any documents relation to the lessor or a person acting on behalf of the lessor was exerted on, or any unfair tactics were used against, the lessor or a person acting on behalf of the lessor was exerted on, or any unfair tactics were used against, the lessor or a person acting on behalf of the lessor was exerted on, or any unfair tactics were used against, the lessor or a person acting on behalf of the lessor was exerted on, or any unfair tactics were used against.
which, and the circumstances under which, the lesser conduct in similar transactions between the lessee and other like lessors, and(g)the requirements of any applicable
industry code, and(h) the requirements of any other industry code, if the lessor acted on the reasonable belief that the lessor arising with that code, and(i) the extent to which the lessor, and(ii) any risks to the lessor arising
from the lessees intended conduct (being risks that the lessee should have foreseen would not be apparent to the lesser, and(k)the extent to which the lessee and the lessee and the lessee and the lessee and the lesser acted in good faith. (5) A person is not to be taken for the
purposes of this section to engage in unconscionable conduct in connection with a retail shop lease by reason only that the first-mentioned person institutes legal proceedings in relation to that lease or refers to arbitration a dispute or claim in relation to that lease. (6) A person is not to be taken for the purposes of this section to engage in
unconscionable conduct in connection with a retail shop lease by reason only that the first-mentioned person fails to renew the lease or issue a new lease. (7) For the purpose of determining whether a lessor has contravened subsection (2)(a)the Tribunal must not have regard to any circumstances
that were not reasonably foreseeable at the time of the alleged contravention, and(b)the Tribunal may have regard to circumstances existing before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of this section but not to conduct engaged in before that commencement of the alleged contravent of the section but not to conduct engaged in before that commencement of the section but not to conduct engaged in before that commencement of the section but not to conduct engaged in before that commencement of the section but not to conduct engaged in before that commencement engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in before the section but not to conduct engaged in befo
conduct of another person that is in contravention of this section may recover the amount of the loss or damage by lodging a claim against the other person under section 71A.(9) If the matter of such loss or damage arises in connection with a matter the subject of proceedings in the Tribunal may proceed to decide it, and in so doing may
award such sum as it thinks fit.(10) In this sectionlessee or former lease or former lease. 62B: Ins 1998 No 169, Sch 1 [64].62CInterpretation and application of
Division(1) In this Divisionmisleading or deceptive conduct to which section 62D applies party or former party to a retail shop lease or former lease. (2) Nothing in this Division affects the operation of Division 1.pt 7A, div 2 (ss 62C62E): Ins
2005 No 90, Sch 1 [64].62DMisleading or deceptive conduct in connection with retail leases party to the lease must not, in connection with the lease or that it is likely to mislead or deceptive another party to the lease party to the lease must not, in connection with retail leases.
Sch 1 [64].62ERight to compensation 71.pt 7A, div 2 (ss 62C62E): Ins 2005 No 90, Sch 1 [64].Part 8 Dispute
resolution Division 1 Preliminary Division 2 Mediation 65 Functions of Registrar (1) The Registrar has the following functions (a) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act), (a1) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act), (a1) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act), (a1) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act), (a1) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act), (a1) to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (whether or not a dispute has been formally referred to the Registrar under this Act).
by mediation of disputes or applications under section 31 (3) or the subject, or possible subject, or possible subject, or possible subject, or a claim under section 62B,(b)to report to the Minister on the operation of this Act,(c)to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons to take proceedings for an offence against this Act, or to authorise persons the authori
conferred or imposed on the Registrar by or under this or any other Act. (2) The Registrar may, at any stage of proceedings brought before a court concerning a retail tenancy dispute intervene in the proceedings, the Registrar becomes a party to the proceedings and has all the rights (including rights of
appeal) of a party to the proceedings. (3) In making arrangements for the resolution by mediation of disputes or other matters, the Registrar is to have regard to the need for mediation of those disputes or other matters, the Registrar is to have regard to the need for mediation of those disputes or other matters, the Registrar is to have regard to the need for mediation of those disputes or other matters, the Registrar is to have regard to the need for mediation of those disputes or other matters, the Registrar is to have regard to the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of those disputes or other matters, the need for mediation of the n
Act, the Registrar is not subject to the control or direction of the Minister.s 65: Am 1998 No 169, Sch 1 [37][40]; 2002 No 106, Sch 1 [5]; 2017 No 2, Sch 1 [73].66Mediation of dispute or other dispute or matter referred to in section
65 (1) (a1) to the Registrar for mediation of the dispute. The Registrar is entitled to charge an application fee (not exceeding any maximum fee prescribed by the regulations) for the Registrar. Note. Before applying for formal mediation of a dispute
parties are encouraged to approach the Registrar for preliminary assistance of the kind referred to in section 67. There is no charge for this.(2) The costs of and associated with formal mediator of a retail tenancy dispute or other dispute or matter under arrangements made by the Registrar are to be paid by the parties to the
mediation in such proportions as they may agree among themselves or, failing agreement, in equal shares. (3) A mediator under this Act, the same protection and immunities as a Judge of the Supreme Court.s 66: Am 1997 No 52, Sch 1 [12]; 1998 No 169, Sch 1 [41][43]; 1999 No 31, Sch 1.43
[2].67The nature of mediation(1) In this Division mediation is not limited to formal mediation procedures and includes the following(a) preliminary assistance in dispute resolution, such as the giving of advice designed to ensure that the parties are fully aware of their rights and obligations and that there is full and open communication between the
parties concerning the dispute, (b) other appropriate forms of alternative dispute resolution. (2) A reference to a person who provides the assistance or alternative dispute resolution to a mediator includes a reference to a person who provides the assistance or alternative dispute resolution.
spoken to one another about their concerns in an effort to resolve the dispute or other dis
unless and until the Registrar has certified in writing that mediation under this Part has failed to resolve a retail tenancy dispute or other
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dispute or matter referred to in section 65 (1) (a1) if the Registrar is satisfied that any one or matter has refused to take part in or has withdrawn from mediation of the dispute or matter from mediation of the dispute or matter has refused to take part in or has withdrawn from mediation of the dispute or matter has refused to take part in or has withdrawn from mediation of the dispute or matter. (3) This section does not apply to proceedings before a court for an order in the nature of an injunction. (4) This section does not apply to proceed in the dispute or matter has refused to take part in or has withdrawn from mediation of the dispute or matter. operate to affect the validity of any decision made by a court.s 68: Am 1998 No 169, Sch 1 [44] [45].69Statements made during mediation of a retail tenancy dispute or other dispute or matter referred to in section 65 (1) (a1) pursuant to arrangements made by the Registrar under this Part is not admissible at a hearing of a claim under Division 3 or in any other legal proceeding.s 69: Am 1998 No 169, Sch 1 [47]. Am 2013 No 95, Sch 2.131 [3].70DefinitionsIn this Divisionretail tenancy claim means any of the following(a)a claim in connection with a liability or obligation with which a retail tenancy dispute is concerned, being(i)a claim for relief from payment of a specified sum of money, (iii)a claim for the doing of specified work or the provision of specified services,(iv)a claim for the surrender of possession of specified premises,(v)a claim for the rectification of the lease or the lessors disclosure statement,(viii)a claim regarding the invalidity of a lease for inconsistency with this Act or the regulations,(ix)a claim for a declaration of the rights, obligations and liabilities of the parties under a lease,(x)without limiting the generality of subparagraph (i), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (i), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (ii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (ii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (ii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii), a claim for compensation under section 10, 34, 35 or 62E,(xi)without limiting the generality of subparagraph (iii) a claim for compensation the generality of any other subparagraph, a claim with respect to the entitlement of a party or former party under a lease to receive payment of the whole or a part of a security bond, (d) an application by a specialist retail valuer under section 31 (3) (including as applied by section 32A), (e) a claim against a specialist retail valuer under section 31 (3) (including as applied under section 32A) for compensation for loss or damage suffered as a consequence of the use or communication or divulging of information.unconscionable conduct claim means a claim for relief under section 62B.s 70: Subst 1998 No 169, Sch 1 [48]. Am 1999 No 31, Sch 1.43 [3]; 2005 No 90, Sch 1 [67][69]; 2017 No 2, Sch 1 [74] [75].71Lodging of retail tenancy claims with Tribunal(1) A party or former party to a retail shop lease may lodge a retail shop lease or former party to a retail shop lease may lodge a retail shop lease may lodg arose.(3) (Repealed)s 71: Subst 1998 No 169, Sch 1 [49]. Am 1999 No 31, Sch 1.43 [4]; 2013 No 95, Sch 2.131 [4].71ALodging of unconscionable conduct claims with Tribunal (1) A lessor or lessee, under a retail shop lease may lodge an unconscionable conduct claim with the Tribunal for determination of the claim.(2) A claim may not be lodged more than 3 years after the alleged unconscionable conduct occurred.(3) In this sectionlessor or lessee under a retail shop lease or former retail shop lease includes a person who is a guarantor or covenantor under a lease or former lease.s 71A: Ins 1998 No 169, Sch 1 [49]. Am 2005 No 90, Sch 1 [70].71BLodging of claims after 3 years (1) A retail tenancy claim may be lodged more than 3 years but no later than 6 years but no later than 6 years after the liability or obligation that is the subject of the claim may be lodged more than 3 years but no later than 6 years after the alleged unconscionable conduct occurred, if the Tribunal orders that the claim may be lodged with the Tribunal may make an order under this section(a) on application by the party or former party concerned, and(b) after hearing such of the persons likely to be affected by the application as it sees fit, and(c) if the applicant satisfies the Tribunal that it is just and reasonable to make the order.s 71B: Ins 2005 No 90, Sch 1 [71].72Powers of Tribunal under this Part, the Tribunal is empowered to make any one or more of the following orders that it considers appropriate(a)an order that a party to the proceedings pay money to a person, (b)an order that a specified person, (b)an order that a specified person, or that a party to the proceedings is not entitled to a refund of any money paid to another party to the proceedings, (c) an order that a party to the proceedings (i) do any specified service or any obligation arising under this Act or the terms of a lease, or (ii) surrender possession of specified premises to another person, or (iii) assign his or her or its rights under a lease to a specified person, or(iv)do or perform, or refrain from doing or performing, any specified act, matter or thing,(d)an order (as permitted by section 72AB) requiring the rectification of the lease or the lessors disclosure statement,(e1)an order (as permitted by section 72AB) deeming a disclosure statement given by the lessor after the lease is entered into (with or without amendments specified by the Tribunal) to have been given in compliance with section 11 before the lease was entered into, (f) an order (i) declaring any provision made by a lease to be void for being inconsistent with this Act or the regulations, or(ii)declaring that a lessor is not entitled to withhold consent to an assignment of the rights of a lessee, or(iii)declaring that a party is or is not entitled to receive payment of the whole or a part of a security bond,(g)such other order, in the nature of an interlocutory order of a kind referred to in paragraphs (a)(f), as the Tribunal may make such ancillary orders as it considers necessary for the purpose of enabling an order under this section to have full effect.(3) The Tribunal may impose such conditions as it considers appropriate when making an order under this section pending final determination of a claim, if it appears to the Tribunal may impose such conditions as it considers appropriate when making an order under this section pending final determination of a claim, if it appears to the Tribunal may impose such conditions as it considers appropriate when making an order under this section pending final determination of a claim, if it appears to the Tribunal may impose such conditions as it considers appropriate when making an order under this section pending final determination of a claim, if it appears to the Tribunal may impose such conditions as it considers appropriate when making an order under this section pending final determination of a claim, if it appears to the Tribunal may impose such conditions as it considers appropriate when making an order under this section. Sch 1 [76].72AAPowers of Tribunal relating to unconscionable conduct claims (1) In proceedings for an unconscionable conduct claim lodged with the Tribunal is empowered to make any one or more of the following orders that it considers appropriate (a) an order that a party to the proceedings pay money to a person specified in the order, whether by way of debt, damages or restitution, or refund any money paid by a specified person, (b) an order that a specified amount of money is not due or owing by a party to the proceedings to a specified amount of money paid to another party to the proceedings. (2) The Tribunal may make such ancillary orders as it considers necessary for the purpose of enabling an order under this section to have full effect.(3) The Tribunal may impose such conditions as it considers appropriate when making an order under this section to have full effect.(3) The Tribunal may impose such conditions as it considers appropriate when making an order under this section to have full effect. determination of a claim, if it appears to the Tribunal desirable to do so.s 72AA: Ins 1998 No 169, Sch 1 [51].72ABPower of Tribunal to order rectification of lease or the lessors disclosure statement or deeming a disclosure statement to have been given (as provided by section 72 (1) (e) or (e1)) unless(a) the order is necessary to correct an error or omission, or(c) the Tribunal is satisfied that the order is necessary to give effect to the intention of the parties when the lease was entered into, or(d)the Tribunal is satisfied that the order is necessary to give effect to the actual disclosure of Iribunal to award interest(1) When the Tribunal orders on a retail tenancy claim or an area intention of the parties when the lease was entered into, or(d)the Tribunal orders on a retail tenancy claim or an area intention of the parties when the lease was entered into, or(d)the Tribunal orders on a retail tenancy claim or an area intention of the parties when the lease was entered into, or(d)the Tribunal orders on a retail tenancy claim or an area intention of the parties when the lease was entered into, or(d)the Tribunal orders on a retail tenancy claim or an area intention of the parties when the parti unconscionable conduct claim that a person pay money to another person, the Tribunal may order that there is to be included, in the amount for the whole or any part of that amount ordered to be paid, interest at a specified rate on the whole or any part of that amount for the amount for the period between when the cause of action arose and when the order takes effect. (2) If the whole or part of an amount claimed under a retail tenancy claim or an unconscionable conduct claim is paid during proceedings in the Tribunal may order that interest be paid at a specified rate on the whole or any part of the money paid for the whole or any part of the period between when the cause of action arose and the date of the payment. (3) The rate of interest specified by the Tribunal under this section does not (a) authorise the giving of interest on interest, or (b) apply in relation to any debt on which interest is payable as of right whether by virtue of any agreement or otherwise, or(c) affect the damages recoverable for the dishonour of a bill of exchange. (5) On a claim for the payment of money, the Tribunal may not order the payment of interest under subsection (1) in respect of the period after the date on which an appropriate settlement sum (or the first appropriate settlement sum) has been offered unless the special circumstances of the case warrant the making of such an order. (6) For the purposes of subsection (5), appropriate settlement sum is a sum offered by a party in settlement sum is a sum offered unless the special circumstances of the case warrant the making of such an order. (including interest accrued up to and including the date of the offer) does not exceed the sum offered by more than 10 per cent. Subsection (5) does not prevent an award of interest for the period before the settlement offer is made.s 72A: Ins 1997 No 52, Sch 1 [13]. Am 1998 No 169, Sch 1 [52].73Monetary limit on Tribunals jurisdiction(1) The Tribunal has no jurisdiction to make an order or orders in respect of a particular retail tenancy claim or amounts (if any) of money to be declared not to be due or owing, and(c)the value or values (if any) of the work to be done or the services to be performed, under or by virtue of the order or orders would exceed \$750,000 or such other amount as may be prescribed by the regulations, whether on a balance of account or after set-off or otherwise. (2) The amount for the time being applicable under subsection (1) may be increased by regulation not more frequently than once each 3 years (disregarding any disallowed regulation or provision of a regulation must not exceed the base amount, adjusted in line with movements in the Consumer Price Index (All Groups Index) for Sydney and rounded up to the nearest \$10,000. The base amount is the dollar amount for the time being specified in subsection (1), unaffected by any regulation under that subsection.s 73: Am 1998 No 169, Sch 1 [74][76]; 2017 No 2, Sch 1 [74][76]; 2017 No 2, Sch 1 [78].74(Repealed)s 74: Am 1998 No 169, Sch 1 [78].75(Repealed)s 74: Am 19 a court involve a retail tenancy dispute, the court is satisfied that (a) the proceedings transfer the proceedings transf under this Division and that it is appropriate that the dispute be dealt with by the Tribunal, and(b)the interests of justice do not require that the matter be dealt with by the Tribunal, a court is to have regard to the general principle that retail tenancy disputes should be dealt with by the Tribunal rather than by a court. (3) Proceedings are taken to involve a retail tenancy dispute in the proceedings involves a liability or obligation with which a retail tenancy dispute is concerned. the interests of justice to do so. (5) This section does not apply to proceedings by way of an appeal. (6) A court may make such ancillary orders as it considers necessary for the purpose of enabling an order under this section for the transfer of proceedings to the Tribunal to have full effect. (7) This section applies despite anything in Schedule 4 to the Civil and Administrative Tribunal Act 2013 concerning the removal of court proceedings to the Tribunal.s 75: Am 2013 No 95, Sch 2.131 [6].76Jurisdictional overlap(1) If a retail tenancy claim or an unconscionable conduct claim has been lodged with the Tribunal under this Part and at the time it was lodged no issue arising under the claim was the subject of a dispute in civil proceedings, unless(a) the claim lodged with the Tribunal, or the part of that claim to which the issue relates, is withdrawn or is dismissed for want of jurisdiction, or(b) a court of record has, on a judicial review, quashed or declared invalid an order, determination or ruling of the Tribunal made in respect of the claim on the ground that the Tribunal had no jurisdiction to hear and determine the issue. (2) If a retail tenancy claim or an unconscionable conduct claim has been lodged with the Tribunal under this Part and at the time it was lodged an issue arising under the claim was the subject of a dispute in civil proceedings pending before a court, the Tribunal, on becoming aware of those proceedings, ceases to have jurisdiction to hear or determine the issue, are or is transferred to the Tribunal by the court concerned, or(b)those proceedings, or the part of the proceedings relating to the issue, are or is withdrawn or dismissed by the court, or by another court on appeal in those proceedings, for want of jurisdiction or without deciding the issue on its merits, or(c)a court of record has, on a judicial review, quashed or declared invalid those proceedings or that part of those proceedings or any order, judgment or decision made in those proceedings in relation to the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue, on the ground that the first-mentioned court had no jurisdiction to hear and determine the issue. involving that dispute to be lodged with the Tribunal under this Part unless all steps necessary to secure arbitration of the dispute with the Tribunal, any provision of a retail shop lease that provides for the submission of a dispute with which the claim is concerned to arbitration is of no effect in relation to the dispute. (5) This section applies despite anything in Schedule 4 to the Civil and Administrative Tribunal Act 2013 concerning jurisdictional overlap between courts and the Tribunal.s 76: Am 1998 No 169, Sch 1 [52]; 2013 No 95, Sch 2.131 [7].76ARemoval of proceedings to Supreme Court(1) A party to proceedings before the Tribunal for an unconscionable conduct claim, or partly for an unconscionable conduct claim and partly for a retail tenancy claim, may apply to the Tribunal is satisfied that(a)the nature of the claim is such that it may be more effectively and appropriately dealt with by the Supreme Court, and (b) the interests of justice do not require the matter to be continued to be dealt with by the Supreme Court has jurisdiction to hear and determine proceedings transferred to it under this section and may make any orders and do anything that the Tribunal may do in determining an unconscionable conduct claim or retail tenancy claim, as the case requires.(4) The Supreme Court may exercise all the functions that are conferred or imposed by or under this or any other Act on the Tribunal to determine the unconscionable conduct claim. (5) This section applies despite anything in Schedule 4 to the Civil and Administrative Tribunal Act 2013 concerning the transfer of proceedings between courts and the Tribunal.s 76A: Ins 1998 No 169, Sch 1 [55]. Am 2005 No 90, Sch 1 [80] [81]. Rep 2013 No 95, Sch 2.131 [9].s 77A: Ins 1998 No 169, Sch 1 [55]. No 169, Sch 1 [56]. Rep 2013 No 95, Sch 2.131 [10].s 77B: Ins 1998 No 169, Sch 2.131 [12].Part 9 Ancillary interpretation provisions 78Interpretation based on industry practiceIn the interpretation of this Act, a court (as defined for the purposes of Part 8) is to have regard to accepted practices and interpretations within the industry concerning the lease is taken to include provision to the effect that a reference to the Retail Leases Act 1994, except in so far as the context or subject-matter otherwise indicates or requires.s 78A: Ins 1997 No 52, Sch 1 [14].79Leases partly for retail shop as well as to other premises that are not a retail shop, this Act applies to the lease only to the extent that the lease is a lease of a retail shop.80Meaning of renewal of leaseA reference in this Act to the renewal of a retail shop lease (the current lease) is a reference to the lessor and the lessor and the lessor and the lessor and the same terms as the current lease). Part 9A Premises at airportspt 9A, hdg: Am 2024 No 5, Sch 5[2].pt 9A: Ins 2002 No 106, Sch 1 [7].80BNon-retail premises exempted(1) Premises are exempt from the operation of this Act except for predominantly for the carrying on of any of the following businesses(b)a business that is a bank, a provider of financial services or a medical centre in each case located within a retail precinct (being an area of an airport passenger terminal that has been designated by the operator of the terminal for use primarily for retail purposes). (2) Premises at an airport passenger terminal that are used wholly or predominantly for, or that are a site for, business centres and lounges, booths and counters for purposes associated with duty free docket plucking, commercial offices, check-in counters, airline lounges, booths, information booths, information booths, free internet facilities, storage facilities, storage facilities, counters, airline lounges, currency exchange outlets, tax refund booths, information booths, free internet facilities, storage facilities, counters, airline lounges, currency exchange outlets, tax refund booths, information bo customs and quarantine or police), advertising, telephone booths, luggage lockers, baggage trolley operations, electronic accommodation booking units, creches and childrens play areas are, for the purposes of subsection (1), taken to be premises used wholly or predominantly for the carrying on of a business.s 80B: Ins 2002 No 106, Sch 1 [7]. Am 2005 No 90, Sch 1 [82]; 2024 No 5, Sch 5[9].80CLeases in master concessions over 1,000 square metres exempted(1) This Act does not apply to a lease of premises at an airport passenger terminal if(a)the premises form part of a master concession that has an aggregate lettable area of 1,000 square metres exempted(1). square metres or more, and(b)the lease is a head lease under the master concession, and(c)the premises are used wholly or predominantly for carrying on the supply of food and beverages or the supply of products that are duty free or tax free.(2) Premises at an airport passenger terminal that are all leased to the same lessee comprise a master concession and the leases to that lessee are the head leases under that master concession. (3) The aggregate lettable area of a master concession is the aggregate of the premises that comprise the master concession is the aggregate of the lettable area of a master concession. (3) The aggregate lettable area of a master concession is the aggregate of the lettable area of a master concession is the aggregate of the premises that comprise the master concession. 2002 No 106, Sch 1 [7]. Am 2005 No 90, Sch 1 [83]. For the purposes of section 34, a lessor of premises at an airport passenger terminal is taken not to have engaged in any of the activities described in section 34 (1) (a)(f) because of anything done or omitted to be done by the lessor wholly or predominantly for any one or more of the following purposes(e)satisfying regulatory requirements.s 80D: Ins 2002 No 106, Sch 1 [7]. Am 2024 No 5, Sch 5[9].80EExemption from section 39, the lessor under a retail shop lease of airside premises is entitled to withhold consent to the assignment of the lease if the proposed assignee of the lease has inferior skills for competing in the international airport retail market.s 80E: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises.s 80F: Ins 2002 No 106, Sch 1 [7].80FExemption from section 50 does not apply in respect of a lease of airside premises. of a provision of this Act is of no effect to the extension of term, or the variation of a lease that is already registered under that Act which gives effect to the extension of term. (2) The Registrar-General is not bound to inquire into or to recognise any increase or alleged increase or alleged increase in the term of a provision of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of a provision of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of this Act. (3) The lessor under a retail shop lease the term of which is extended by operation of the term of the te Act 1900 to enable registration of the lease under that Act (with its term so extended) if the lease is not already so registered under that Act, and to obtain all necessary consents, for the purposes of the registration under that Act of the variation of lease.81AService of documents and notices(1) Any document or may be served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing, and is sufficiently served or given under or for the purposes of this Act must be in writing. or out of New South Wales of the person to be served, or(c)in the case of a mortgager in possession, if left at or sent by post to any occupied house or building comprised in the mortgage, or(d)if delivered to the facilities of a document exchange of which the person on whom it is to be served is a member, or(e)where relevant, if served or given in such manner as a court or tribunal may direct, or(f)if served or given in accordance with the regulations. (2) In the case of service by delivery to the facilities of a document exchange, the notice is, unless the contrary is proved, taken to have been served on the second business day following the day of delivery of the notice to those facilities.s 81A: Ins 2005 No 90, Sch 1 [84].82ACertain transport and rail authoritiesFor the purposes of section 34, Transport for NSW, Rail Corporation New South Wales, Sydney Metro, Syd activities described in section 34 (1) (a)(f) because of anything done or omitted to be done by the lessor wholly or predominantly for any one or more of the following purposes(b)railway station safety, (d)railway station security, (e)satisfying regulatory requirements. 82A: Ins 2005 No 90, Sch 1 [87]. Am 2017 No 12, Sch 1.16; 2018 No 18, Sch 2.14.82BDelegation by Secretary(1) The Secretary may delegate any functions of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary may delegate any functions of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary may delegate any functions of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to(a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (a) a member of the Secretary under this Act (other than this power of delegation) to (b) a member of this Act (other this power of delegation) to (b) a member of this Act (other this power delegate to a person referred to in subsection (1) any delegate is authorised in writing to do so by the Secretary.s 82B: Ins 2005 No 90, Sch 1 [29] [79]; 2020 No 30, Sch 3.37[2].84Proceedings for an offence against this Act are to be dealt with summarily before the Local Court.s 84: Am 2007 No 94, Sch 4.84ASavings and transitional provisions Schedule 3 has effect.s 84A: Ins 1997 No 52, Sch 1 [15].84BTransitional provisions regarding alteration of list of businesses: existing leases(1) In this sectionlegislative amendment means(a) an amendment to or the substitution of Schedule 1, or(b) the making, amendment or substitution of a regulation. (2) If premises become a retail shop within the meaning of this Act does not apply to(a) a lease of the premises entered into under an option granted or agreement made before that date, except in so far as the regulations otherwise provide.(3) If premises cease to be a retail shop within the meaning of this Act because of a legislative amendment, and(b) a lease of the premises entered into under an option granted or agreement made before that date, except in so far as the regulations otherwise provide. (4) If(a) one or more premises in a cluster of premises cease to be a retail shopp or retail shop or retail shop or retail shopping centre within the meaning of this Act, this Act continues to apply to a lease of other premises in the cluster entered into before the date of the amendment, except in so far as the regulations to list of businesses: shopping centres(1) The purpose of this section is to provide that a cluster of premises does not become a retail shopping centre just because a legislative amendment has the effect of making the business carried on in one or more of existing lease expires. (2) In this section exempted lease means a lease referred to in section 84B (2) (a) that is exempt from this Act by section 84B (2).legislative amendment means(a) an amendment to or the substitution of Schedule 1, or(b) the making, amendment or substitution of a regulation. (3) If(a) one or more businesses because of a legislative amendment, and (b) one or more businesses because of a legislative amendment or substitution of a regulation. the amendment, used wholly or predominantly for the carrying on of one or more of those businesses (and not for the carrying on of one or more of listed businesses specified immediately before that date), the premises referred to in paragraph (b) are to be disregarded for the purpose of determining whether or not the cluster is a retail shopping centre within the meaning of this Act while they are the subject of an exempted lease.s 84C: Ins 2005 No 90, Sch 1 [88].Part 11 Response to COVID-19 pandemicpt 11: Ins 2020 No 1, Sch 2.18.87Regulation-making power(1) The regulations under any relevant Act may provide for the following matters for the purposes of responding to the public health emergency caused by the COVID-19 pandemic(a) prohibiting the recovery of possession of premises or land under the relevant Act in particular circumstances, (b) prohibiting the termination of a lease or tenancy by a lessor or owner of premises or land under the relevant Act in particular circumstances, (c) regulating or preventing the exercise or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relevant Act or an agreement relating to the premises or land under the relating to the premises of the premises of the premises of the relating to the premises of the prem of the relevant Act or any agreement relating to the leasing or licensing of premises or land. (2) The Minister may recommend to the Governor that regulations are made, and (b) in the Ministers opinion, the regulations are reasonable to protect the health, safety and welfare of lessees or tenants under this section are not limited by the regulations made under this section are not limited by the regulation commences, or(b)the earlier day decided by Parliament by resolution of either House of Parliament. (5) In this sections 87: Ins 2020 No 1, Sch 2.18.88Savings of protections granted during COVID-19 pandemic (1) The Retail and Other Commercial Leases (COVID-19 Regulation (No 3) 2020 continues to apply, despite the repeal of that regulation, to anything occurring in relation to a lease while the lease was an impacted lease within the meaning of that regulation. (1A) The Retail and Other Commercial Leases (COVID-19) Regulation to a lease while the lease was an impacted lease within the meaning of that regulation. (2) Schedule 5 to the Conveyancing (General) Regulation 2018 continues to apply, despite the repeal of that Schedule, to anything occurring in relation to a lease while the lease was an impacted lease within the meaning of that Schedule. (3) The regulations may provide for exemptions from this section. 88: Ins 2021 No 5, Sch 1.25. Am 2022 No 5, Sch 1.15[1].89Savings and transitional regulations (1) The regulations may contain provisions of a savings or transitional nature (COVID-19 pandemic (a COVID-19 provision), or(b)the repeal of(i)a COVID-19 provision, or(ii)a provision, or(ii)a provision of a regulation made under a COVID-19 provision has effect from(a) the centrary in this Act.s 89: Ins 2022 No 5, Sch 1.15[2]. Commercial Leases are less regulated than Retail Leases as they have no state-based legislation and are defined as any business not supplying a product and also not included in the below list. Within this kind of lease there is not requirement for a disclosure statement, meaning the Lessor is not legally required to inform the Lessee about any particulars or outgoings that may arise from leasing the premises. Within a Commercial Lease the Lessee pays not only the Lessors Legal cost but also their Solicitors costs as well. A retail lease is a leasing of a premises were the outcome will be the trading of goods. Retail leases are more common than Commercial Leases and are more regulated also. When entering into a Retail Lease agreement the Lessor will pay their own solicitors fees. Within these matters the costs are generally higher, this is because it is requirement to prepare a disclosure statement, which must be served on the Lessoe at a minimum of seven days before the commencement of the lease including any outgoings payable by the Lessee and the average costs of outgoings annually. The following business are classified as retail lease under the aforementioned Act; Adult books and toy shopsAged care product shopsAmusement and entertainment servicesAntique shopsBarberies or bread shopsBarberies shopsBarberies shopsBarberies shopsBarberies shopsBarberies shopsBarberies or bread shopsBarberies shopsBarberies or bread shopsBarberies or bread shopsBarberies shopsBarberies or bread shopsBarberies or bread shopsBarberies shopsBarberies or bread sh shopsBeauty therapistsBeer, wine and spirit shops (except where goods are for consumption on the premises) Bicycle accessories shopsBusiness machines and equipment shopsBusiness machines are shopsBusiness machiness machi shopsCandle shopsCards shopsCorde storesDinnerware shopsDisposals shopsDrapery shopsDrapery shopsEquipment and supplies shopsEquipment hire shopsEquipment hire shopsElectronic equipment and supplies shopsElectronic equipment equ shopsFlorist shopsFlower shops or allied goods and servicesFruit and vegetable shopsGeneral storesGift shopsGeneral storesGift shopsGeneral storesGift shopsGreengrocer shopsGeneral storesGift shopsG shopsHearing aid shopsHot water system shopsInterior decoration shopsInterior decoration shopsInterior decoration shopsLingerie shopsKitchenware shopsKnick-knack shops and novelties shopsLeather goods shopsLingerie shopsKitchenware shopsKnick-knack shops and novelties shopsInterior decoration sh shopsLottery agenciesManchester shopsMap shopsMartial arts supplies shopsMotor vehicle and motor cycle accessories shops (excluding tyre shops and batteries shops) Music or musical equipment shopsOptionetristsOrgan shopsPaint and paper shopsParty shopsPatisserie or pastry shopsPhotocopy shopsPho cooked) Precious stones shops Prints and posters shops Religious goods shops Second-hand goods goods shops Second-hand goods goods goods shops Second-hand goods g shopsShops selling or engaged in providing any one or more of the following goods or services in relation to any person: accessories, baby wear, bags, caps, clothing alterations, underwear or sunshadesShops selling or renting any one or more of the following goods: cassettes, musical instruments, pre-recorded tapes, records, video tape and pre-recorded music libraries downloading, CDs, DVDs or other like products Shops selling or renting any one or more of the following goods: telecommunication (mobile phones or services), televisions, videos, home entertainment systems, software, electronic games, computers or computers or computers or household appliances Silverware shopsSleepwear shopsSmallgoods shopsSnack barsSoft drink shopsSorting goods shopsSouvenir, trophy and memorabilia shopsSpecialised food shopsSpecialised food shopsSpecialised food shopsSurfing accessories shopsTakeaway food shopsTobacconist shopsToy and game repair shopsVariety storesVitamin shopsWatch shopsWat

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