

**FACSIMILE TRANSMISSION**

**FAX TO: KELLS COMMERCIAL TEAM**      **FAX NO: 4227 4843**

**FROM: Our Fax No**

**RE: INSTRUCTIONS TO KELLS FOR COMMERCIAL LEASE/LICENCE**

NUMBER OF PAGES including this page:      **5**

---

This facsimile transmission contains confidential and privileged information intended only for the use of the above-named recipient. Any other recipient is requested to notify Kells The Lawyers immediately by telephone so that arrangements can be made for the return of the transmission to Kells. Solicitor/client legal profession privilege attaches to this transmission. That privilege will not be waived, lost or destroyed by reason of a mistaken transmission.

---

**INSTRUCTIONS:**

---

Complete all pages of the form in BLOCK LETTERS, and then fax to Kells Commercial Team.

---

**INSTRUCTIONS TO KELLS THE LAWYERS  
FOR COMMERCIAL LEASE/LICENSE**

Date of instruction:

Retail Leases Act applies: YES / NO

***Description of property***

Property name:

Street no.

Street name:

Suburb:

Description: 

Lot	DP	Whole/Part
-----	----	------------

If part, specify:

Real Property Act: 

YES / NO	Identifier/Vol/Folio
----------	----------------------

Old system: 

YES / NO	Book	No
----------	------	----

Restrictive covenants/  
easements: 

YES / NO	
----------	--

Improvements: 

YES / NO	Description
----------	-------------

Air conditioning: 

YES / NO	
----------	--

Chattels: 

YES / NO	Description
----------	-------------

Shared facilities: 

YES / NO	Details
----------	---------

***Lessor/Licensor***

Individual/corporation

(full name)

Corporation ABN

Address

Postcode

Contact name

Telephone

Fax

***Lessee/Licensee***

Individual/corporation (full name)			
Corporation ABN			
Address			
			Postcode
Contact name			
Telephone			Fax

***Lessee/Licensee solicitor***

Firm name			
Contact name		Reference	
Address			
			Postcode
Telephone			Fax
DX address			

***Period of lease/license***

Years/months			
Commencement date			
Termination date			
Option period/s			
Holding over	YES / NO	Weekly / Monthly / Quarterly /Yearly	

***Rent/Fee payable***

Yearly amount	\$		
GST	Inclusive / Exclusive / Landlord / Tenant		liable
Payment frequency	Weekly / Monthly / Quarterly / Yearly		
Review frequency	Yearly / Other		
Review method	% Increase	CPI	Market
Rent-free period	Months / Years / N/A		
Holding over	Weekly / Monthly / Quarterly / Yearly		

---

**Outgoings Payable by Lessee / Licensee**

<p><b>A. Payable to lessor</b>                  100% in relation to the property leased/licensed/ _____ % in relation to land/building of:</p> <p><input type="checkbox"/> council rates and charges  <input type="checkbox"/> water, sewerage and drainage charges  <input type="checkbox"/> other (specify) _____</p>		
<p><b>B. Payable to suppliers</b>                  100% in relation to the property leased/licensed/ _____ % in relation to land/building of:</p> <p><input type="checkbox"/> water and sewerage usage  <input type="checkbox"/> electricity  <input type="checkbox"/> gas  <input type="checkbox"/> telephone  <input type="checkbox"/> garbage removal  <input type="checkbox"/> effluent removal</p>		
<p><b>Maintenance</b>                  Standard/other:                  The lessee/licensee to be responsible for all maintenance and repair of the property including structural maintenance and repair.</p>		
Security	YES / NO	\$
Permitted use		

**Insurances**

<b>Public liability - \$10 million</b>	YES / NO
<b>Material damage - lessor improvements</b>	YES / NO
<b>Material damage - lessor contents</b>	YES / NO
<b>Burglary</b>	YES / NO
<b>Plate glass</b>	YES / NO
<b>Tenant's contents - stock &amp; equipment</b>	YES / NO
<b>Workers compensation</b>	YES / NO

**NOTES:**

1. The insurance policies are to note the interests of the lessor as owner of the land and, if applicable, the owner of the improvements.
2. On the anniversary of the lease period, or on request, the lessee must produce evidence to the lessor of current insurance policies.
3. If the lessee fails to maintain the required insurance policies, then the lessor may effect the policies and recover the insurance premiums from the lessee as a charge under the lease.

**Guarantors (Minimum 2 People)**

**A: Full name**

**Address**   
 Postcode

**Occupation**

**Telephone**  Fax

**B: Full name**

**Address**   
 Postcode

**Occupation**

**Telephone**  Fax

**SPECIAL CONDITIONS**

- Lessee/licensee to secure the property at all times.
- Lessee/licensee liable for all GST.

**Attachments**

<b>Title deeds</b>	YES / NO
<b>Deposited plan(s)</b>	YES / NO
<b>Plan of property</b>	YES / NO
<b>Development consent</b>	YES / NO
<b>Inventory of chattels</b>	YES / NO
<b>Disclosure statement</b>	YES / NO

**OTHER SPECIAL CONDITIONS OR ADDITIONAL INSTRUCTIONS:**