Look before you lease

AVOIDING THE PITFALLS IN RETAIL LEASING
Look before you lease

AVOIDING THE PITFALLS IN RETAIL LEASING
Stop

Before you sign, do you understand that a retail lease could be the biggest financial commitment you will make in your life?

A lease is a legally binding contract and enforceable by law. You and your landlord have clearly defined rights and responsibilities under lease agreements. Never sign a lease unless you completely understand and agree with all the clauses. Make sure you get good financial and legal advice before you sign anything.

The laws about leases vary between States and Territories. This guide covers general issues but you will still need to contact your State/Territory business association or government department to get local information.

Every State and Territory has local information available from their retail leasing information units. The resource pages in this guide tell you how to find your State or Territory’s information unit.

Legal background

Australian States and Territories are responsible for regulating retail tenancies. Each State or Territory has retail tenancy legislation or regulation. While there is no federal retail tenancy law, the Commonwealth adds additional protection against unfair trading through general business laws such as the Corporations Act 2001 and the Trade Practices Act 1974.
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Introduction
This guide is designed for people thinking about signing a new lease for a business location. It can help you answer general questions about retail leasing all over Australia, but remember there are some specific differences among the States and Territories.

The purpose of this guide is to help you avoid mistakes that others have made. If you know the right questions to ask before signing a lease, and where to look for more information, you might avoid expensive misunderstandings that could cost you and your business. It is a guide to help you ask the right questions. It cannot replace professional advice but it can help you focus on what advice you will need.

The guide gives you warnings and checklists to help you decide how and when to ask for expert help. You should get advice from a solicitor, your local retail tenancy office, small or retail business association, or fair trading office before you sign anything.

Note Don’t sign anything! Don’t accept keys or pay bond money before you have professional advice.
Does this guide apply to me?

This guide applies to you if you:

- want to sign a lease; and
- that lease is a retail lease.

What is a lease?

A lease is a legally binding contract between you and a landlord. It allows you to occupy a shop or premises. It is important for you to understand what it allows you to do and for how long. The lease usually tells you about:

- the space – by describing it (see a plan if possible);
- your rights;
- your obligations and liabilities;
- your landlord’s rights;
- your landlord’s obligations and liabilities;
- conditions which apply to your use of the space – things like the rent and how long you can stay; and
- what you can expect about the retail space.

Be careful! Sometimes you can enter into a legally binding agreement without signing a ‘lease’. This could happen if, for example, a landlord offers in writing to rent space to you on quite clear terms and you accept that offer. Definitions of a lease vary in each State and Territory and you should make sure of the definition in your State. A lease is a long-term relationship. It can encourage investment and initiative, but a bad lease can limit your business, cost you a lot of money and sometimes cost you your business. Whatever you say or do before you sign the lease forms part of the ‘relationship’ with your landlord. Be careful – make no promises and always keep notes on your discussions.

This guide will also help you if you are about to sign an agreement to lease retail space. This usually happens when the retail space is being built or refurbished. Strictly speaking, you haven’t yet got a lease but you and your landlord have promised to have one in the future.

So if you intend to take a lease or have an agreement to lease, you next need to know whether it is a retail lease under current retail tenancy legislation. If you have taken up an option or extension of a lease you may also be protected by the legislation. Ask your local retail tenancy office, small or retail business association, or fair trading office.
Is the lease a retail lease?

Each State and Territory has passed laws to protect retail lease tenants. Remember, the laws vary from State to State and you may not have a lease that is covered by the legislation. There are some general rules of thumb that indicate whether you might have a retail lease. For example: Does it have a shop front? Is it in a shopping centre? Is the place used predominantly for selling goods or services? You will need to check your local legislation or talk with your local retail tenancy office, small business association or fair trading office to make sure. Some of these contact details are listed in the State/Territory Information Resources in this guide.

Retail lease legislation is there to protect you and the landlord. In most States, neither you nor the landlord can enforce anything in a lease that is in contrary to the legislation.

Even if you are not covered by the legislation, you and your landlord are still about to sign a contract. It is very important that you understand the terms and conditions of that contract.
Before signing my retail lease

What information must a landlord give me?
There are many things you need to think about before you sign a lease.
First, your landlord should provide you with a draft of the lease long before the time comes to sign it. This is so you can think about the rules and requirements described in the document and get advice. They might also provide a ‘disclosure statement’ that has details about the premises, what services the landlord pays for and what you might have to contribute. In some States, the landlord has to give you a copy of the legislation or guidelines. Check with your State/Territory information resources if you are unsure. In all cases, make sure you get a draft of the lease to take away and think about.

What other matters should I think about?
Each retail lease tenant will have his or her own concerns. To find the answers to your questions you need to:
• talk to the landlord or their agent;
• carefully read the material the landlord or the agent gives you;
• understand the proposed lease;
• talk to your local retail tenancy office, fair trading office, small or retail business association or get expert advice; and
• take into account your State/Territory retail lease legislation.

On the following pages is a list of the sorts of questions you may want to think about. Working through the list might help you remember some of the other things that might affect your business success. Also remember that some of the questions may not apply to your situation.

When you read the list use ‘ticks’ and ‘crosses’ to mark where you need more information. In the information column, take a first guess as to where to find what you need. There are some suggestions listed but they are not exhaustive. This way you can group your information needs into lists so when you go to the information source (your solicitor, local council, government department), you have all the things you need to talk about with that person in one place. It saves you time and, in some cases, money.

Some of the issues behind the questions are covered by retail leasing legislation so, while the legislation may not answer the question, it can tell you what is not allowed.

If you see the word ‘legislation’ below the question, then the issue is probably covered by your State or Territory’s Act. If it is followed by a question mark it means that it is covered by most State/Territory Acts but not all. You’ll still need to check.

Note  What kind of special advice might be needed? Council regulations, car parking, opening hours, taxation advice (GST, depreciation), trade practices/fair trading, regulations (e.g. health, fire, occupational health and safety) – just to name a few!
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<td>Look at my business plan. What does it tell me about the right location? Do the premises meet my requirements, e.g. traffic, growth?</td>
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| **Licences** | Do I need any licenses to run my retail business? | Council? Health department? Business association? Business licensing information service? |

| **The space** | Does the space suit my business? | |
| Can I use this space for my intended purpose? | |

| **Term** | How long should my lease be for? In other words, how long do I need to be there to recover my costs and make a profit? | Business plan? Financial adviser? Legislation? |
| Is there a minimum term? | |
| Does my landlord have to give me a minimum term? | Legislation? |

| **Access** | What hours do I need to open, to prepare for trading and to close up? | Your workplan? |
| Is this going to be a problem? | |
| If I move into a retail centre can I be forced to stay open when I would want to close? | Council? Legislation? |
| Can the hours be changed without my approval? | Legislation |

| **Use** | What uses are allowed by the lease? | The lease? Council regulations? |
| Is there any zoning or other requirement that could stop me using the space for my intended use? | Council? State planning authority? Business association? Business licensing information service? |
| Do I need to change things like pipes, wiring or surfaces to meet regulations? | |
| Will the permitted use or any limits such as opening hours be easily changeable if I want to change them? | Landlord? Solicitor? |

<p>| <strong>Fitout</strong> | What fitout will I need and can I afford it? | |
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<td>Landlord? Council? Body Corporate?</td>
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<td>Can I be forced to carry out a fitout by the landlord or manager?</td>
<td>Solicitor? Landlord? Business association?</td>
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<td>Who will:</td>
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<td>• own the fitout (and therefore be able to depreciate it)?</td>
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<td>• pay for it? When?</td>
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<td>• maintain it? To what standard?</td>
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<td>• upgrade it? How often? Even if I don’t want to?</td>
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<td>Do I have to remove the fitout at the end of the lease?</td>
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<td><strong>Relocation</strong></td>
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<td>Can I be forced to relocate?</td>
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<td>Is there anything about my business that is so different that it might need physical changes to be made to the space that a landlord may not have thought about?</td>
<td>Legislation?</td>
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<td><strong>Rent</strong></td>
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<td>How much can I afford as my starting rent? Can I afford the annual increase?</td>
<td>Business plan? Financial adviser?</td>
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<td>How often do I pay rent?</td>
<td>Landlord? The lease?</td>
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<td>Does that fit my expected cashflow?</td>
<td>Business plan? Financial adviser?</td>
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<td>Landlord? The lease?</td>
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<td><strong>Other expenses</strong></td>
<td><strong>Do I need more info?</strong></td>
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<tr>
<td>Who pays for preparing the lease?</td>
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<tr>
<td>What else do I have to pay for and am I paying my fair share? (For example signs, permissions, changing the lease, stamp duty, legal costs, management fees, landlord's outgoings, promotion or advertising levies, electricity, gas, cleaning, etc.)</td>
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<td>Can I be sure about the extent of those extra expenses? Can they increase?</td>
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<td>What information must the landlord give me about extra expenses?</td>
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<td>Do I have the right to review outgoings? (See Dictionary)</td>
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<td>Do I have to pay for repairs and maintenance or a share of them? Is that reasonable as to the type of repairs?</td>
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<td>Who pays for fair wear and tear? Will my landlord fix that?</td>
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<td>Do I have to pay GST on the rent or anything else? If so, how much? Can I claim a GST credit?</td>
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<td>Do I have to pay a security bond or security deposit? If yes, how much, to whom, is it safe? How can I lose it? How do I get it back at the end of my lease?</td>
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<td>What is a guarantee, why is it used and will I have to give one? Will someone I sell to or let use part of the space have to give one and why?</td>
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<td>Solicitor? Business association?</td>
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<td>If I sell my business will the guarantee end?</td>
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<td>If I sell my business will all obligations under the lease end?</td>
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<td>Do I need more info?</td>
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<td><strong>Insurance</strong></td>
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<td>Will I have to take out any insurance? Will I have to take out any insurance?</td>
<td>Solicitor?</td>
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<td>What type – public liability, building, glass, for my fittings, workers compensation? How much will it cost?</td>
<td>Business association?</td>
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<td>Does the landlord insure anything? If yes, will I pay only my fair share of that insurance?</td>
<td>Solicitor?</td>
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<td>Will I have to get consent from a landlord about things that might affect their insurance? Can it cost me more?</td>
<td>Business association? Legalisation?</td>
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<td>Should I take out insurance even if the lease doesn’t force me to?</td>
<td>Solicitor?</td>
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<td>Business association?</td>
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<td><strong>Security of the space and stock</strong></td>
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<td>Who pays for security for my space and stock?</td>
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<td><strong>Interruption of my use</strong></td>
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<td>Does the landlord promise me that I will be the only retailer of my type? What happens if I am not?</td>
<td>Landlord</td>
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<tr>
<td>What happens if the space becomes unusable or my use is disrupted? Do I have to keep on paying rent? Can I get out of the lease? Can my landlord end my lease?</td>
<td>Legislation</td>
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<tr>
<td>What if I no longer need the space? Can I end the lease early? If so, do I have to pay any money?</td>
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<tr>
<td>What do I need to do if I want to sell the business or let someone else use the space?</td>
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<td><strong>Physical condition of the space</strong></td>
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<td>Are there any checks I should make about the premises to be sure they are safe for me and my employees, e.g. if they are ‘very old’ or dilapidated. What about asbestos?</td>
<td>Occupational health and safety offices?</td>
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<tr>
<td>Have I written a condition report?</td>
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<td>Do I need more info?</td>
<td>Where do I find it?</td>
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</table>
| **What promises will my landlord make?**  
Do they promise that the space will have proper access and electricity, water, gas etc  
Get it in writing. | **Landlord?** |
| **Landlords’ rights**  
Does a landlord have any special rights which will affect my use of the property? | **Solicitor?  
Business association?** |
| **Option to renew**  
Should I try to negotiate an option to renew? How long for and what are the drawbacks for me? How would I take up my option? | **Legislation** |
| **Option to buy**  
Should I try to negotiate an option to buy the space or a first right of refusal? What's the difference? | **Business plan?** |
| **Choices at the end of the lease**  
What do I have to do when the lease ends – either at the end of the agreed term or because my landlord or I have ended the lease? | **Landlord** |
| What if we agree that I can stay at the end of the term – is there a new lease? How long for and at what rent? | **Legislation** |
| **Resolving problems**  
If we disagree during the lease is there a relatively quick, fair and cheap method for sorting out the problems? Do we have to follow that method? Is that process absolutely final? | **Legislation** |
| **Preconditions**  
Is there anything on the landlord’s part that prevents the lease from starting as soon as I sign it, e.g. mortgagee’s consent? | **Solicitor?  
Business association?** |
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<td>Legislation?</td>
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<td>Are there any general rules that apply to me and other tenants in a retail centre?</td>
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<td>Are they reasonable? Do they apply fairly to all? How can they be changed?</td>
<td>Legislation?</td>
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<tr>
<td><strong>Restrictions on trading</strong></td>
<td>Legislation?</td>
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<tr>
<td>Can my landlord try to limit the way I trade during the lease or afterwards (restraint of trade)?</td>
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Signing my retail lease

How do I do it and what does it mean?
Before you sign, read right through the lease and disclosure statement and make sure there are no surprises. You need to make sure that every important promise has been written down in the document. Once you have both signed the lease, it is usually binding on both you and your landlord.

Most State/Territory retail tenancy legislation has special procedures that the landlord has to follow before the lease is signed. Check your retail tenancy legislation.

Your State/Territory retail lease legislation is concerned about how you and your landlord behave, especially before the lease is signed. Your retail lease legislation lists the kind of behaviour that is illegal. For example, you are both expected to be honest, not use threats and provide information that is up to date. Most States/Territories have fair trading legislation which is designed to protect consumers from unfair conduct. *The Trade Practices Act 1974* can also offer some protection to tenants.

A lease is the beginning of a relationship. If it is difficult to negotiate with the landlord at the start of the discussions, listen to your alarm bells. It may be a clue as to how difficult it is going to be to negotiate with them during the lease. If you are concerned about the landlord’s conduct during negotiations, talk to your local retail tenancy office, small or retail business association, fair trading office or your solicitor, before you sign the lease.

Don’t forget to talk to other tenants.

**Note**
Talk to a professional or an association before you sign the lease.

**Note**
Once you are in a lease, it is hard to get out of it and it could cost you a lot of money.

**Note**
Once more before you sign the lease

- Make sure the promises that have been made appear in the document.
- Inspect the property and take notes and photographs. You don’t want to argue about the condition five years from now.
- Talk to other tenants – see how they get along with the landlord.
- Ask for audited statements about outgoings such as gardening.
- Make sure you know who is going to keep the bond and where. You might ask who gets the interest. Get it in writing.
Being a tenant under the retail lease

What are the important things I need to remember?
Both the landlord and tenant have to abide by the lease. Your lease will tell you things you have to do while you are a retail lease tenant. Here are some of the usual things:

- Pay rent and outgoings on time.
- Have your rent reviewed. The date and method of review are important – make a note of them.
- Keep insurance current.
- Tell your landlord about certain things, for example, if the business changes hands.

Don’t forget to also:

- Make a note of your other obligations such as protecting the property or giving turnover figures to your landlord.
- Work on maintaining a good relationship with the landlord but remember to keep notes.
- Don’t let problems build up and then go in with a ‘boots and all’ list of demands. This will not improve your relationship.
- Never be late with anything – your landlord doesn’t have to remind you but when it comes to negotiating changes or a lease renewal, they can hold your mistakes against you.

There are also some things your landlord must do. For example, your lease may require your landlord to repair and maintain, or provide estimates of outgoings (see Dictionary).
When my retail lease ends

What do I need to do?

Your lease will tell you what you need to do when it ends. You may need to simply leave the space empty, clean, tidy and secure. You may have to remove fittings and fixtures and make good the damage you make on removal. You may have to repaint or recarpet the space. These are important obligations and landlords are usually concerned to see that tenants leave the property in an agreed condition.

Sometimes a landlord will accept a cash payment instead of requiring you to ‘make good’, that is, return the space to the condition it was in before you rented it. (You can see why taking notes and photographs before you sign a lease is important). Be careful – sometimes you may be required to return the space to an even better condition than before you rented it. Even though the landlord may want your fittings, they can still make you pay to make good if it is in the lease. That is why it is important to sort this out before you sign. There are no hard and fast rules – this is a matter for you to negotiate and write into the lease.

Until you do all you have to do, your landlord can continue to charge you rent. Your landlord may be able to take items you leave in the retail space at the end of the term. The landlord may have to store these – usually at your cost – or may be able to claim them as their own. (See ‘make good’ in Dictionary).
If I don’t want my retail lease to end

What can I do?

You can never start renewal renegotiations too soon. Leave it to the last minute and you’ll find a desperate person is in a poor bargaining position.

Your lease or the retail lease legislation may give you some options. You must follow the procedures and timeframes carefully or you will lose rights given to you by your lease and retail lease legislation.

If your lease contains an option to renew for a further term, you must follow the procedures and timeframes in the option clause very carefully or you will lose your option. If you have broken your lease you may not be able to renew it. Check the wording of your option clause carefully. If you have any doubts, check with your solicitor.

Note You have no automatic right of renewal unless your lease or legislation gives it to you.
Dealing with problems

Where do I start?
It is important to remember that signing a lease is the start of a relationship with your landlord. Both you and your landlord share a common interest – to trade successfully and profitably.

You can both build on this common interest and create a spirit of cooperation. Many day-to-day problems can be overcome if you read your lease and talk to your landlord or centre manager about your concerns. This often works, and saves time and money.

What if there is still a problem?
Unfortunately it does not always work, so each State/Territory has a special procedure to help to resolve retail tenancy disputes.

Dispute resolution is intended to save you the expense of going to court and to help you resolve a dispute reasonably quickly. The systems vary slightly among States and Territories but work along the same general principles. In some situations, you cannot go to court unless you have tried alternative ways of resolving the problem. In other situations, while mediation or dispute resolution is encouraged, it does not stop you from going to court at any time.

You will need to check your State/Territory resource lists for contact details for where to find out more about your local procedures.

Your State/Territory dispute resolution system may include mediation so here is a little more information about how it works.

What is mediation?
It is a private discussion between you and your landlord where a trained mediator manages the process. It is not open to the public and the proceedings are confidential.

Mediation is an informal process. The mediator will welcome you and invite you to outline your problem. Your landlord will then be asked to respond. If the landlord has asked for the mediation, the landlord will put their views first. If you or your landlord wish to put forward a proposal to resolve the dispute, you can do so at any time during the mediation.

The mediator is not a judge. The mediator’s role is to help you and your landlord reach an agreement. You can ask for an adjournment to think about matters raised in the mediation.

If you reach an agreement during a mediated session, you may have to sign a mediation agreement or a form of contract. The landlord will also sign it. The agreement or contract you sign as a result of the mediation will be binding on both of you.

You usually start the mediation process by lodging a special form. In some States or Territories you may have to pay a fee. Sometimes there is a preliminary conference. Your local retail tenancy office, small or retail business association, or fair trading office staff will help you and tell you about the procedures and fees. You may want to get professional advice before the mediation. You may also want to take a representative with you. Your local retail tenancy office, small or retail business association, or fair trading office staff will tell you if this is allowed.
How do I get ready for mediation?

Here is a helpful checklist.

- Read your lease again!
- Consider your rights under your retail lease legislation – your local retail tenancy office, small or retail business association, or fair trading office can help.
- Consider asking for expert help.
- Write down carefully the exact nature of your dispute. The sorts of things that may be important are:
  - the date your lease was signed;
  - the date you moved into the retail shop;
  - the length of the term of your lease;
  - whether your lease contains an option to take a lease for a further term; and
  - the nature of the business you run in the retail shop.
- Put together copies of your lease, disclosure statement and any other documents relating to the dispute such as letters, notices, extracts from your diary and accounts.
- Consider possible solutions to resolve the dispute.

What happens if mediation does not work?

Your State/Territory advisers can tell you what happens next. Depending on where you live, you might be able to take it to a tribunal (if your State/Territory has one) or to court, depending on the size and issues under dispute.

Most of the tribunals were created as specialist bodies that deal only with retail lease disputes. They were designed to give a cheaper and quicker result than traditional courts.

The tribunal is much more formal than mediation – its directions and orders are binding.

Can I go straight to court?

The special procedures to resolve retail tenancy disputes are designed to keep most retail tenancy disputes out of court but that does not always mean it is not an option. Check your retail lease legislation, ask your local retail tenancy office, fair trading office, small or retail business association, or get expert advice on what is available in your State or Territory.
Typical steps to resolving a dispute

Remember this varies a little among the States and Territories

| ACT | NSW | NT | QLD | SA   | TAS | VIC | WA |

Write down your issues.

Do your homework.

Talk with your landlord or centre manager.
   *Did it work? If no, continue…*

Ring your State/Territory agency for help
   (Consumer Affairs/Fair Trading)

Negotiate with your landlord with agency’s help (informal discussion).
   *Did it work? If no, continue…*

Seek mediation. (If no mediation is available in your State/Territory agency, volunteer and private practice mediators are listed in the telephone book.)

Mediate. *Did it work? If no, continue…*

Consider taking it to a tribunal, where this is an option.
   (You’ll have to follow local procedures)
   *Did it work? If no, continue…*

Seek legal advice about court options.
   If you want to, it can be useful to seek legal advice earlier in the process.
Answers to frequently asked questions

What if the building is sold?

If the building is sold the obligations and rights under the lease generally transfer automatically to the new owner. There are a few personal rights that may need to be transferred (like security bonds) but this is usually dealt with in your lease.

By buying the building with notice of your lease the new owners generally become bound to you as though they were the original landlord. In some cases the landlord is bound in the same way even if they don’t have notice of your lease. Of course, it is always better if the new owner knows about the conditions in your lease. Most States and Territories allow leases to be registered by the Land Titles Office. This is one sure way of a new owner having notice of your lease. If your landlord won’t register the lease, in some States and Territories you can do it yourself. It is the most effective way to protect your interests.

What if the tenancy mix changes?

In most States your landlord is not required to protect you from competition or tell you about proposed tenancy mix changes unless you have a special written clause in your lease. This is why it is important to walk around and have a look at kiosks and tenancy mix before you sign the lease. You may want to ask your landlord about ‘permitted use’ clauses.

What if the landlord disrupts my business?

Retail landlords promise their tenants that they will have quiet possession of the retail space. Under your retail lease legislation you may be given additional rights if your landlord interrupts your business, for example, by creating disruption during refurbishment, putting up special displays on common property, or placing new temporary kiosks. Check your retail lease legislation.
Can I mortgage my lease?

In some States/Territories you can mortgage your lease unless your lease says you cannot. Leases usually say you have to ask your landlord for permission. Your retail lease legislation may set out the steps you and the landlord have to follow when you want to mortgage, and what conditions the landlord can impose.

What if I want to sell my business or let someone else use part of my retail space?

This is often called ‘assignment’ or ‘subleasing’.

Leases usually say you have to ask your landlord for permission. Your lease and the retail lease legislation may set out the steps you and the landlord have to follow, what conditions the landlord can impose and whether or not you are released from future obligations under the lease after the sale of the business. If your retail lease legislation does not mention release then you are not released from your future obligations under the lease unless the landlord agrees to release you. Your guarantors may also remain liable unless you and they are fully released by agreement with your landlord. It is very important that you get expert advice on this.

What happens if I default under my retail lease?

Each lease can be quite different.

Your lease will tell you something about what happens in your situation. The law is complex so not many leases spell out in full either what is default or all of the consequences of default. It is very important that you get expert advice on this. Even a single default can cost you years later. This is particularly true when you are negotiating a lease renewal.
State and Territory Information Resources

Australian Capital Territory

Resources

LEGISLATION

Leases (Commercial and Retail) Act 2001

The Leases (Commercial and Retail) Act 2001 is available online from the ACT Legislation Register at www.legislation.act.gov.au. Copies of the Act can be purchased at the various Canberra Connect Shopfronts. For further information telephone Canberra Connect on 13 22 81 or visit one of their shopfronts:

- **Belconnen Shopfront**
  Swanson Plaza Swanson Court Belconnen ACT 2616

- **Dickson Shopfront**
  Ground Floor Dickson Motor Registry 13–15 Challis Street, Dickson, ACT, 2602

- **Tuggeranong Shopfront**
  Homeworld Shopping Centre 17–21 Anketell Street, Tuggeranong, ACT, 2900

- **Woden Shopfront**
  Ground Floor Woden Library Corner of Furzer and Corinna Street, Woden, ACT, 2606

BUSINESS LICENSING INFORMATION SERVICES

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at www.business.act.gov.au/act_business_licence_information_service or contact the Business Licence Information Service (ACT):

- **Business Licence Information Service**
  Business and Industry Development
  ACT Chief Minister’s Department
  Canberra Nara Centre
  1 Constitution Avenue, Canberra, ACT, 2601
  Telephone: 1800 244 650
  Facsimile: 02 6207 0033
  Email: business.mailbox@act.gov.au

* Information on the Business Licence Information Service (BUS) for each State and Territory is available at www.bli.net.au.
INFORMATION GUIDE

Leases Commercial and Retail Handbook
This Handbook is a guide for tenants and landlords which explains their rights and responsibilities under the Leases (Commercial and Retail) Act 2001. Among the many topics covered are rent settings, rent reviews, outgoings, damaged premises, disturbance, subleases, lease termination and lease renewal.

The Handbook is available on the Department of Justice and Community Safety website www.ors.act.gov.au

BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

- **ACT & Region Chamber of Commerce & Industry**  
  12a Thesiger Court, Deakin, ACT, 2600  
  Telephone: 02 6283 5200  
  Facsimile: 02 6282 2436  
  Email: chamber@actchamber.com.au  
  Web: www.actchamber.com.au

- **Retail Traders Association in the ACT & Region Incorporated** is affiliated with the ACT & Region Chamber of Commerce and Industry. Contact the ACT & Region Chamber of Commerce & Industry for further information.

- **Australian Retailers Association**  
  Closest Office  
  New South Wales:  
  Suite 102 Level 1, 64 – 76 Kippax Street, Surry Hills, NSW, 2010  
  Telephone: 1300 368 041  
  Facsimile: 02 8218 4699  
  Email: info@retail.org.au  
  Web: www.retail.org.au

- **National Retail Association**  
  Closest Office  
  New South Wales:  
  Suite 6, 102 Alfred Street, Milsons Point, NSW, 2061  
  Telephone: 1800 738 245  
  Email: info@nra.net.au  
  Web: www.nra.net.au
• **United Retail Federation**
  Closest Office
  New South Wales:
  Level 57 MLC Centre 19 – 29 Martin Place, Sydney, NSW, 2000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au

• Also check your local **Yellow Pages®**, available online at [www.yellowpages.com.au](http://www.yellowpages.com.au) for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, [www.business.gov.au](http://www.business.gov.au)
New South Wales

Resources

**LEGISLATION**

*Retail Leases Act 1994*


- **Salmat PrintZoo** provides a print on demand and mail order service for NSW Legislation
  2 Military Road, Matraville, NSW, 2036
  Telephone: 02 9311 9999
  Facsimile: 02 9311 9911
  Email: bookshop@salmat.com.au

**BUSINESS LICENSING INFORMATION SERVICES**

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at [http://blis.fairtrading.nsw.gov.au/](http://blis.fairtrading.nsw.gov.au/) or contact the Business Licence Information Service (NSW): *

- **Business Licence Information Service**
  PO Box 972, Parramatta, NSW, 2124
  Telephone: 13 32 20
  Facsimile: 02 9891 5135
  Email: Webmaster.BLIS@oft.commerce.nsw.gov.au

**MEDIATION AND DISPUTE INFORMATION AND HELP**

*The Retail Leases Act 1994* requires that parties to a tenancy dispute must apply to the Retail Tenancy Unit of NSW Fair Trading for mediation

For further information contact:

- **Retail Tenancy Unit**
  NSW Fair Trading
  McKell Building 2-24 Rawson Place, Sydney, NSW, 2000
  Telephone: 1300 795 534
  Facsimile: 02 9777 8822
  Email: rtu@services.nsw.gov.au

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* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at [www.bl.net.au](http://www.bl.net.au).
BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

• **Australian Retailers Association**
  Suite 102 Level 1, 64 – 76 Kippax Street, Surry Hills, NSW, 2010
  Telephone: 1300 368 041
  Facsimile: 02 8218 4699
  Email: info@retail.org.au
  Web: www.retail.org.au

• **NSW Business Chamber**
  Level 15/140 Arthur Street, North Sydney, NSW, 2060
  Telephone: 13 26 96
  Facsimile: 1300 655 277
  Web: www.nswbusinesschamber.com.au

• **Sydney Business Chamber** (part of the NSW Business Chamber)
  Level 12/83 Clarence Street, Sydney, NSW, 2000
  Telephone: 02 9350 8100
  Facsimile: 02 9350 8199
  Web: www.thechamber.com.au

• **National Retail Association**
  Suite 6, 102 Alfred Street, Milsons Point, NSW, 2061
  Telephone: 1800 738 245
  Email: info@nra.net.au
  Web: www.nra.net.au

• **United Retail Federation**
  Level 57 MLC Centre 19 – 29 Martin Place, Sydney, NSW, 2000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au

• Also check your local **Yellow Pages®**, available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, www.business.gov.au
Northern Territory

Resources

**LEGISLATION**

*Business Tenancies (Fair Dealings) Act 2009*


- **The Government Printing Office**
  
  203 Stuart Highway, Parap, NT, 0820
  
  GPO Box 1447, Darwin, NT, 0801
  
  Telephone: 08 8999 4036
  
  Facsimile: 08 8999 4001.

**BUSINESS LICENSING INFORMATION SERVICES**

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at [http://nt.bli.net.au/](http://nt.bli.net.au/) or contact the Business Licence Information Service (NT):

- **Business Licence Information Service**
  
  *Territory Business Centre* Development House 76 The Esplanade, Darwin, NT, 0800
  
  Telephone: 08 8982 1700 or 1800 193 111 (Toll free)
  
  Facsimile: 08 8982 1725
  
  Email: territory.businesscentre@nt.gov.au

There are also regional offices in Alice Springs, Katherine and Tennant Creek.

**INFORMATION GUIDE**

*Retail Leasing for Tenants*

This is an online information guide which explains the rights and responsibilities of tenants and landlords under the *Business Tenancies (Fair Dealings) Act 2009*. The guide is available online at the Department of Justice Consumer Affairs website at [www.nt.gov.au/justice/consaffairs](http://www.nt.gov.au/justice/consaffairs). For more information contact the Tenancy Unit within the Office of Consumer Affairs on 08 8999 1999 or 1800 019 319, or email consumer@nt.gov.au

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* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at [www.bli.net.au](http://www.bli.net.au)
Business associations which may be able to assist you include:

- **Chamber of Commerce Northern Territory**
  Suite 1/2 Shepherd Street, Darwin, NT, 0800
  GPO Box 1825, Darwin, NT, 0801
  Telephone: 08 8982 8100
  Facsimile: 08 8981 1405
  Email: darwin@chambernt.com.au
  Web: www.chambernt.com.au

- **Australian Retailers Association**
  Closest Office
  New South Wales:
  Suite 102 Level 1, 64 - 76 Kippax Street, Surry Hills, NSW, 2010
  Telephone: 1300 368 041
  Facsimile: 02 8218 4699
  Email: info@retail.org.au
  Web: www.retail.org.au

- **National Retail Association**
  Closest Office
  Queensland:
  6 Overend St, East Brisbane, QLD, 4169
  PO Box 1544, Coorparoo DC, QLD, 4151
  Telephone: 07 3240 0100 or 1800 738 245
  Facsimile: 07 3240 0130
  Email: info@nra.net.au
  Web: www.nra.net.au

- **United Retail Federation**
  Closest Office
  Queensland:
  Suite 3/321 Kelvin Grove Road, Kelvin Grove, QLD, 4059
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au

- Also check your local *Yellow Pages®,* available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, www.business.gov.au

Contact details for regional offices are available from the website www.chambernt.com.au
Queensland

Resources

LEGISLATION

Retail Shop Leases Act 1994

The Retail Shop Leases Act 1994 is available online at www.legislation.qld.gov.au/OQPChome.htm and through the Queensland Government online bookshop at www.bookshop.qld.gov.au

Copies of the Act can also be purchased from:

- SDS Express
  Ground Floor Mineral House 10 Deakin Street, Brendale, QLD, 4500
  Telephone: 07 3883 8700 or 1800 801 123
  Email: sdscustomerservice@sds.qld.gov.au
  Web: www.sds.qld.gov.au

BUSINESS LICENSING INFORMATION SERVICES

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at http://www.business.qld.gov.au/slol or contact the Business Licence Information Service (QLD):

- Business License Information Service
  400 Boundary Street, Spring Hill, QLD, 4000
  Telephone: 1300 363 711
  Email: smartlicence@deedi.qld.gov.au

INFORMATION GUIDES

Queensland Civil and Administrative Tribunal (QCAT)

QCAT is responsible for making and reviewing decisions related to a wide range of matters including retail shop lease disputes. For more information contact:

- The Queensland Civil and Administrative Tribunal
  Level 9 Bank of Queensland Centre, 259 Queen Street, Brisbane, QLD, 4000
  Telephone: 1300 753 228
  Facsimile: 07 3221 9156
  Email: enquiries@qcat.qld.gov.au

* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at www.bli.net.au
BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

• **Chamber of Commerce & Industry Queensland**
  *Industry House* 375 Wickham Terrace, Brisbane, QLD, 4000
  Telephone: 07 3842 2244
  Facsimile: 07 3832 3195
  Email: contact@cciq.com.au
  Web: www.cciq.com.au

• **Australian Retailers Association**
  Closest Office
  New South Wales:
  Suite 102 Level 1, 64 – 76 Kippax Street, Surry Hills, NSW, 2010
  Telephone: 1300 368 041
  Facsimile: 02 8218 4699
  Email: info@retail.org.au
  Web: www.retail.org.au

• **National Retail Association**
  6 Overend Street, East Brisbane, QLD, 4169
  PO Box 1544, Coorparoo DC, QLD, 4151
  Telephone: 07 3240 0100 or 1800 738 245
  Facsimile: 07 3240 0130
  Email: info@nra.net.au
  Web: www.nra.net.au

• **United Retail Federation**
  Suite 3/321 Kelvin Grove Road, Kelvin Grove, QLD, 4059
  Telephone: 1300 721 730
  Facsimile: 1300 554 552
  Email: info@unitedretailfederation.com.au
  Web: www.unitedretailfederation.com.au

• Also check your local **Yellow Pages**, available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, www.business.gov.au
South Australia

Resources

**LEGISLATION**

*Retail and Commercial Leases Act 1995*


To purchase copies of the Act, contact:

- **Service SA, Government Legislation Outlet**
  
  108 North Terrace, Adelaide, SA, 5000
  
  Telephone: 13 23 24
  

For advice on legislation, contact:

- **Office of Consumer and Business Affairs, Tenancies**

  Level 1/91–97 Grenfell Street, Adelaide, SA, 5001
  
  Telephone: 08 8204 9533
  
  Facsimile: 08 8204 9570
  

**BUSINESS LICENSING INFORMATION SERVICES**

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at [http://sa.bli.net.au/](http://sa.bli.net.au/) or contact the Business Licence Information Service (SA): *

- **Business Licence Information Service**

  *Department of Trade and Economic Development*

  GPO Box 1264, Adelaide, SA, 5001
  
  Telephone: 1800 188 018 (Toll free)
  
  Facsimile: 08 8303 2350
  
  Email: dtedinfo@state.sa.gov.au

The South Australian Business Licence Information Service is provided through the Department of Trade and Economic Development. For licensing and other information about setting up a business you can visit their website at [www.southaustralia.biz](http://www.southaustralia.biz).

*Information on the Business Licence Information Service (BLIS) for each State and Territory is available at www.bli.net.au*
MEDIATION AND HELP

The following publications for retail tenancies are produced by the Office of Consumer and Business Affairs and are available online at www.ocba.sa.gov.au/tenancies/retailtenancies/publications.html

- Mediation Scheme – Information for parties
- Mediation Agreement
- Mediation Rules

Further information and advice on accessing the independent mediation service can be obtained from:

- **Office of Consumer and Business Affairs, Tenancies**
  Level 1/91–97 Grenfell Street, Adelaide, SA, 5001
  Telephone: 08 8204 9533
  Facsimile: 08 8204 9570
  Web: www.ocba.sa.gov.au

BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

- **Business SA**
  136 Greenhill Road, Unley, SA, 5061
  Telephone: 08 8300 0000
  Facsimile: 08 8300 0001
  Web: www.business-sa.com

- **Australian Retailers Association**
  Closest Office
  Victoria:
  Level 10/136 Exhibition Street, Melbourne, VIC, 3000
  Telephone: 1300 368 041
  Facsimile: 03 8660 3399
  Email: info@retail.org.au
  Web: www.retail.org.au

- **State Retailers Association of South Australia Inc.**
  176 Grange Road, Flinders Park, SA, 5025
  Telephone: 08 8352 8233
  Facsimile: 08 8352 8277
  Email: srassoc@adam.com.au
  Web: www.stateretailersinfoline.com

- **National Retail Association**
  Closest Office
  Victoria:
  Pacific Towers, Suite 212,
  737 Burwood Road, Hawthorn, VIC, 3122
  Telephone: 1800 738 245
  Fax: 03 8862 6625
  Email: info@nra.net.au
  Web: www.nra.net.au
• United Retail Federation
  Level 24 Westpac House 91 King William Street, Adelaide, SA, 5000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au
  Web: www.unitedretailfederation.com.au

• Also check your local Yellow Pages®, available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, www.business.gov.au
Tasmania

Resources

LEGISLATION
Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998


Printed copies are available for purchase from:

- **Print Applied Technology Bookshop**
  123 Collins Street, Hobart, TAS, 7000
  Telephone: 1800 030 940
  Fax: 03 6216 4294
  Email: sales@thepat.com.au

BUSINESS LICENSING INFORMATION SERVICES

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at www.blis.tas.gov.au or contact the Business License Information Service (TAS):

- **Business Licence Information Service**
  22 Elizabeth Street, Hobart, TAS, 7000
  Telephone: 03 6233 5888 or 1800 440 026 (Toll free)
  Facsimile: 03 6233 5800
  Email: businesspoint@development.tas.gov.au

INFORMATION GUIDES

Consumer Affairs and Fair Trading – for further information on business rights and responsibilities, contact:

- **Consumer Affairs and Fair Trading**
  Level 3/15 Murray Street, Hobart, TAS, 7000
  GPO Box 1244, Hobart, TAS, 7001
  Telephone: 1300 654 499
  Facsimile: 03 6233 4882
  Email: consumer.affairs@justice.tas.gov.au
  Web: www.consumer.tas.gov.au

* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at www.bli.net.au
B U S I N E S S  A S S O C I A T I O N S

Business associations which may be able to assist you include:

- Tasmanian Chamber of Commerce & Industry Ltd
  *Industry House* 30 Burnett Street, North Hobart, TAS, 7000
  GPO Box 793, Hobart, TAS, 7001
  Telephone: 03 6236 3600
  Facsimile: 03 6231 1278
  Email: admin@tcci.com.au
  Web: www.tcci.com.au

- Australian Retailers Association
  Closest Office
  Victoria:
  Level 10/136 Exhibition Street, Melbourne, VIC, 3000
  Telephone: 1300 368 041
  Facsimile: 03 8660 3399
  Email: info@retail.org.au
  Web: www.retail.org.au

- National Retail Association
  Closest Office
  Victoria:
  Pacific Towers, Suite 212,
  737 Burwood Road, Hawthorn, VIC, 3122
  Telephone: 1800 738 245
  Fax: 03 8862 6625
  Email: info@nra.net.au
  Web: www.nra.net.au

- United Retail Federation
  Closest Office
  Victoria:
  Level 27 101 Collins Street, Melbourne, VIC, 3000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au
  Web: www.unitedretailfederation.com.au

- Also check your local Yellow Pages®, available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, www.business.gov.au
Victoria

Resources

LEGISLATION
Retail Leases Act 2003
Printed copies of the Act are available for purchase from:

• Information Victoria
  505 Little Collins Street, Melbourne, VIC, 3000
  Telephone: 1300 366 356
  Fax: 03 9603 9920

• Anstat Pty Ltd
  Unit 3, 18 Salmon Street, Port Melbourne, VIC, 3207
  Telephone: 131 242
  Fax: 1300 654 949
  Email: service@anstat.com.au
  Web: www.anstat.com.au

BUSINESS LICENSING INFORMATION SERVICES
You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at www.business.vic.gov.au/blis or contact the Business Licence Information Service (VIC):*

• Business Licence Information Service
  Victorian Consumer and Business Centre
  113 Exhibition Street, Melbourne, VIC, 3000
  Telephone: 13 22 15
  Facsimile: 03 9651 9725
  Email: blis@lird.vic.gov.au

INFORMATION GUIDES
Retail Leases Act 2003 Information brochure
Dispute resolution fact sheet
Guidelines to the Retail Leases Act 2003
Copies of these brochures can be downloaded from the Office of the Victorian Small Business Commissioner website at www.sbc.vic.gov.au
For further information for landlords and tenants contact:

• Office of the Victorian Small Business Commissioner
  Level 2/121 Exhibition Street, Melbourne, VIC, 3000
  GPO Box 4509, Melbourne, VIC, 3001
  Telephone: 03 9651 9967 or 13 22 15
  Facsimile: 03 9651 9943

* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at www.blis.net.au
BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

- **Victorian Employers’ Chamber of Commerce & Industry**
  GPO Box 4352, Melbourne, VIC, 3001
  Industry House 486 Albert Street, East Melbourne, VIC, 3002
  Telephone: 03 8662 5333
  Facsimile: 03 8662 5462
  Email: vecci@vecci.org.au
  Web: www.vecci.org.au

- **Australian Retailers Association**
  Level 10/136 Exhibition Street, Melbourne, VIC, 3000
  Telephone: 1300 368 041
  Facsimile: 03 8660 3399
  Email: info@retail.org.au
  Web: www.retail.org.au

- **The Convenience and Mixed Business Association Inc.**
  Unit 9/14–26 Audsley Street, Clayton South, VIC, 3169
  Telephone: 03 9562 6677
  Facsimile: 03 9562 6611
  Email: camba@camba.com.au
  Web: www.camba.com.au

- **National Retail Association**
  Pacific Towers Suite 212,
  737 Burwood Road, Hawthorn, VIC, 3122
  Telephone: 1800 738 245 (Toll free)
  Facsimile: 03 8862 6625
  Email: info@nra.net.au
  Web: www.nra.net.au

- **United Retail Federation**
  Level 27 101 Collins Street, Melbourne, VIC, 3000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au
  Web: www.unitedretailfederation.com.au

- Also check your local **Yellow Pages®**, available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government's principal business resource, www.business.gov.au
Western Australia

Resources

LEGISLATION

Commercial Tenancy (Retail Shops) Agreements Act 1985

The Commercial Tenancy (Retail Shops) Agreements Act 1985, is available online from the State Law Publisher website at www.slp.wa.gov.au

You can also purchase copies of the Act from:

- State Law Publisher
  Ground Floor 10 William Street, Perth, WA, 6000
  Telephone: 08 9426 0000
  Facsimile: 08 9321 7536
  Email: sales@dpc.wa.gov.au

From the WA Department of Commerce website, www.commerce.wa.gov.au you can access electronic versions of the Disclosure Statement and Tenant Guide as well as other forms used under the Act. Telephone the Consumer Protection Division on 1300 304 054.

The Small Business Development Corporation also provides business guidance and advice for current and prospective small retail tenants and property owners. For further information contact:

- Small Business Development Corporation
  553 Hay Street (cnr Pier Street), Perth, WA, 6000
  Telephone: 131 BIZ (13 12 49) or 1800 199 125 (regional callers)
  Facsimile: 08 9325 3981
  Email: info@smallbusiness.wa.gov.au
  Web: www.smallbusiness.wa.gov.au

BUSINESS LICENSING INFORMATION SERVICES

You need to find out whether there are any licensing requirements for the kind of business you are opening. If you have already had a similar business, you still need to find out whether licence rules have changed. You can access the Business Licence Information Service online at www.licence.sbdc.com.au or contact the Business Licence Information Service (WA):*

- Business Licence Information Service
  Small Business Development Corporation
  553 Hay Street (cnr Pier Street), Perth, WA, 6000
  Telephone: 13 12 49 or 1800 199 125 (regional callers)
  Facsimile: 08 9325 3981
  Email: info@smallbusiness.wa.gov.au

MEDIATION SERVICES

The State Administrative Tribunal is responsible for providing a mediation service and determining disputes in relation to retail shop lease matters.

- State Administrative Tribunal
  Ground floor 12 St Georges Terrace, Perth, WA, 6000
  Telephone: 08 9219 3111 or 1300 306 017
  Facsimile: 08 9325 5099
  Web: www.sat.justice.wa.gov.au

* Information on the Business Licence Information Service (BLIS) for each State and Territory is available at www.bli.net.au
BUSINESS ASSOCIATIONS

Business associations which may be able to assist you include:

• **Chamber of Commerce and Industry of Western Australia**
  180 Hay Street, East Perth, WA, 6004
  Telephone: 1300 422 492
  Email: info@cciwa.com
  Web: www.cciwa.com

• **Retail Traders Association of WA (affiliated with the Chamber of Commerce & Industry of Western Australia)**
  180 Hay Street, East Perth, WA, 6000
  Telephone: 08 9365 7695
  Email: rta@cciwa.com

• **Australian Retailers Association**
  Closest Office
  Victoria:
  Level 10, 136 Exhibition Street, Melbourne, VIC, 3000
  Telephone: 1300 368 041
  Fax (03) 8660 3399
  Email: info@retail.org.au
  Web: www.retail.org.au

• **National Retail Association**
  Closest Office
  Victoria:
  Pacific Towers Suite 212,
  737 Burwood Road, Hawthorn, VIC, 3122
  Telephone: 1800 738 245
  Fax: 03 8862 6625
  Email: info@nra.net.au
  Web: www.nra.net.au

• **United Retail Federation**
  Level 28 AMP Tower 140 St Georges Terrace, Perth, WA, 6000
  Telephone: 1300 721 730
  Fax: 1300 554 552
  Email: info@unitedretailfederation.com.au
  Web: www.unitedretailfederation.com.au

• Also check your local [Yellow Pages®](http://www.yellowpages.com.au), available online at www.yellowpages.com.au for specific industry associations such as bakers, beauticians, butchers etc. You can also search for business associations on the Australian Government’s principal business resource, [www.business.gov.au](http://www.business.gov.au)
Dictionary of some common terms

Disclosure statement
A ‘disclosure statement’ is a statement required by some retail tenancy legislation. It is usually given by the landlord to the tenant. It contains important details about the premises, the estimated outgoings payable by the landlord and how the tenant has to contribute to these as at the date it is signed. These details may change. In some States you must also provide a disclosure statement to the landlord.

Fitout
‘Fitout’ is not a precise term. What is part of the fitout will vary. They usually contain fixtures and fittings. They may include equipment or services. A fitout usually includes counters, shelves, display areas, painting and decorating.

Fittings
‘Fittings’ is not a precise term. Fittings usually include fixtures, partitions and equipment fixed to the premises in such a way as to become a part of the premises.

Goodwill
‘Goodwill’ is usually used to refer to the benefit and advantage of the good name and reputation of a business. The time left to run before the lease expires is sometimes considered to be part of the goodwill ‘value’.

Key money
This generally means a payment or benefit given to a landlord for considering a new lease, its renewal, extension or assignment. Your retail lease legislation may have a special definition. Taking key money is not allowed in some States and Territories.

Lease assignment
‘Lease assignment’ means the transfer of the rights and obligations of the tenant in the lease to a new tenant who accepts them.

Lessee
The word ‘lessee’ means the same as ‘tenant’.

Lessor
The word ‘lessor’ means the same as ‘landlord’ or ‘property owner’.

Make good
‘Make good’ is not a precise term. It refers to the condition that the landlord requires the premises to be in at the end of the lease. It may include requirements to remove shop fittings, false walls and signs, repair flooring, wiring, painting, cleaning etc.
Outgoings  ‘Outgoings’ are the landlord’s expenses relating to the retail lease space. Here are some examples:

- rates and land taxes;
- levies and charges under strata, community unit title or similar laws;
- insurance;
- cleaning;
- indoor and outdoor gardening and landscaping;
- caretaking;
- security;
- regulating traffic;
- management, administration and marketing;
- supplying, maintaining, repairing and replacing services; and
- building maintenance.

Your retail tenancy legislation may have a special definition and also special rules about outgoings. In some States, land taxes are not included in outgoings.

Ratchet clause  If a lease has a ‘ratchet clause’, when a rent review happens the rent can not decrease. Note that ratchet clauses are illegal in some States and Territories.

Relocation  ‘Relocation’ means moving from one retail space to another during the term of the lease. Your retail tenancy legislation may have special rules about when the tenant can be asked to move and what happens when they do.

Security bond / Security deposit  A lease might require a tenant to pay a sum of money or provide a bond as security against default. If you have carried out all your obligations under your lease this will be returned to you. Your retail tenancy legislation may fix a maximum amount for the bond or deposit. It might also tell you how and when the landlord can have access to that money.

Sinking fund  A tenant may be required to pay into a fund which the landlord uses for major repairs and maintenance. Your retail lease legislation may apply strict rules to these funds.