

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**

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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
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If part, specify:

Real Property Act:

YES / NO	Identifier/Vol/Folio
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Old system:

YES / NO	Book	No
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Restrictive covenants/
easements:

YES / NO	
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Improvements:

YES / NO	Description
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Air conditioning:

YES / NO	
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Chattels:

YES / NO	Description
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Shared facilities:

YES / NO	Details
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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>A. Payable to lessor 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. Payable to suppliers 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>Maintenance 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

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

<p>NOTES:</p> <ol style="list-style-type: none"> 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.
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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

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

OTHER SPECIAL CONDITIONS OR ADDITIONAL INSTRUCTIONS: