

**INSTRUCTION SHEET – NEW LEASE**

To: Business Unit  
Attention: Ryan McMahon

The University of Adelaide hereby instructs the lawyers to prepare a new lease incorporating the following terms and conditions:

<b>1. Lessor:</b>	The University of Adelaide ABN 61 249 878 937 North Terrace, Adelaide SA 5005
<b>2. Tenant details:</b>	Name: _____ _____ ABN: _____ Address: _____ _____ <i>(if Company, address should be registered office; if Individuals, address should be principal place of residence)</i> <input type="checkbox"/> YES an ASIC search is required - cost is \$17.93 (current) or \$26.73 (current & historical)
<b>2.i Existing RMO File number</b>	
<b>2.ii Existing Legal Document number</b>	
<b>2.iii Will this lease replace any existing leases/lease extension/licence agreement or legal documents registered with the RMO?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>3. Describe the Premises:</b>	Campus: _____ Building: _____ Address: _____ _____ Room Nos.: _____ <i>(insert description)</i> The Premises comprise: <input type="checkbox"/> whole of the relevant Building(s)

<p><i>Please note: a plan of the Premises must be attached</i></p>	<p><input type="checkbox"/> part of the relevant Building(s)</p> <p>The relevant Building(s) comprise:</p> <p><input type="checkbox"/> whole of the land</p> <p><input type="checkbox"/> part of the land</p> <p>in Certificate(s) of Title: _____</p> <p>_____</p> <p><input type="checkbox"/> YES A plan of the Premises is attached</p> <p>Area of Premises: _____ m<sup>2</sup>.</p> <p>(If the area is an "approximate" figure, will the area be certified by the Lessor?: <input type="checkbox"/> YES <input type="checkbox"/> NO).</p>
<p>4. Are any car parks provided to the Tenant?</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>If Yes:</p> <p><input type="checkbox"/> Tenant has <i>exclusive use</i> identified as car parks:</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> A plan of the car parks is attached (tick box)</p> <p>OR</p> <p><input type="checkbox"/> In common with other occupiers in those areas designated by the Lessor from time-to-time (if any)</p>
<p>5. Is there an exclusive storage area provided to the Tenant?</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>If yes, exclusive use of that area identified as:</p> <p>_____</p> <p>on the plan attached</p>
<p>6. Initial lease term:</p>	<p>_____ years _____ months</p>
<p>7. Does the Tenant have a right to</p>	<p><input type="checkbox"/> YES</p>

<p>renew the Lease?</p>	<p><input type="checkbox"/> NO</p> <p>Number of renewal options: _____</p> <p>First renewal term: ____ years ____ months</p> <p>Second renewal term: ____ years ____ months</p> <p>Third renewal term: ____ years ____ months</p>
<p><b>8. Payment of rent commences on:</b></p> <p><i>(Note: this date will be the same date the Lease commences unless the Tenant has been granted a rent free period)</i></p>	<p>_____</p> <p><i>(insert date)</i></p>
<p><b>9. Has the Tenant occupied the Premises immediately prior to the Lease commencement date?</b></p> <p><i>(This is relevant to whether the minimum 5 year term under the Retail and Commercial Leases Act 1995 applies)</i></p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If Yes, the Tenant has continuously occupied Premises since:</p> <p>_____</p> <p><i>(insert date)</i></p>
<p><b>10. What is the permitted use?</b></p> <p><i>Note that the Retail and Commercial Leases Act 1995 applies to leases of "business premises" at which goods are sold to the public or at which services are provided to the public or to which the public is invited to negotiate for the supply of services.</i></p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>(insert description)</i></p>
<p><b>11. What is the initial rental?</b></p>	<p>\$_____ per annum (plus GST) ,</p> <p>which is calculated at the rate of \$_____ per square metre per annum.</p> <p><input type="checkbox"/> The rental is payable in advance <input type="checkbox"/> The rental is payable in arrears</p> <p>Instalments: the rental is payable <input type="checkbox"/> monthly</p>

	<input type="checkbox"/> quarterly <input type="checkbox"/> annually
<p><b>12. What is/are the initial Licence Fee(s) payable?</b></p> <p><i>Note: this only applies if you answered yes to items 4 and/or 5 above</i></p> <p><i>Please note that a separate agreement will be set up for the car park</i></p>	<p><b><u>CAR PARKS</u></b></p> <p>_____ under cover car parks, based on \$_____ per car park space per month (plus GST).</p> <p><b>OR</b></p> <p>_____ car parks in the open, based on \$_____ per car park space per month (plus GST).</p> <p><b>OR</b></p> <p>Total licence fee payable of \$_____ per annum (plus GST) for car park spaces</p> <p><input type="checkbox"/> Car park licence fee payable in advance  <input type="checkbox"/> Car park licence fee payable in arrears</p> <p>Instalments: the Car park licence fee is payable:  <input type="checkbox"/> monthly  <input type="checkbox"/> quarterly  <input type="checkbox"/> annually</p> <p><b><u>STORAGE AREA</u></b></p> <p>Licence fee for storage area based on \$_____ per square metre per annum (plus GST).</p> <p><b>OR</b></p> <p>Total licence fee payable of \$_____ per annum (plus GST) for storage area</p> <p><input type="checkbox"/> storage area licence fee payable in advance  <input type="checkbox"/> storage area licence fee payable in arrears</p> <p>Instalments: the storage area licence fee is payable:  <input type="checkbox"/> monthly  <input type="checkbox"/> quarterly  <input type="checkbox"/> annually</p>
<p><b>13. Will the rental be reviewed on a regular basis?</b></p>	<p><input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>If Yes, on the following dates:</p>

<p><i>Please note all rent reviews on Lease renewal must be to market – any variations to this must be approved by the Business Manager of Property Services</i></p>	<hr/> <hr/> <hr/> <p>and will be based on:</p> <p><input type="checkbox"/> CPI (All Adelaide Groups)</p> <p><input type="checkbox"/> market value</p> <p><input type="checkbox"/> Fixed percentage of _____ %</p> <p><input type="checkbox"/> other – please specify _____</p> <p><b>AND</b></p> <p>On renewal of the Lease based on:</p> <p><input type="checkbox"/> market value</p> <p><input type="checkbox"/> other – please specify _____</p> <hr/>
<p><b>14. Will the licence fee(s) be reviewed on a regular basis?</b></p> <p><i>Note: this only applies if you answered yes to items 4 and/or 5 above</i></p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES the rent reviews in item 13 apply on the same dates to the car parking area licence fee and / or the storage area licence fee.</p> <p><b>OR</b></p> <p><input type="checkbox"/> YES other arrangements for review of licence fee apply as follows:</p> <p>Car Park: _____</p> <hr/> <p>Storage Area: _____</p> <hr/>
<p><b>15. Does the Tenant pay outgoing?</b></p>	<p><input type="checkbox"/> NO The Lease will be a gross rent Lease (i.e no outgoing payable except utilities)</p> <p><b>OR</b></p> <p><input type="checkbox"/> YES The Tenant shall pay a proportion (based on</p>

*Please tick the applicable outgoings and cross out those which don't apply*

the proportion that the net lettable floor area of the Premises bears to the total net lettable floor area of the Building of which the Premises forms a part) of operating expenses levied against or payable in respect of the Building or the land on which the

Building is situated (the "Land") including but not limited to:

- statutory outgoings including:
  - local council rates
  - water and sewerage rates
  - State land tax on a single holding basis if lawfully recoverable.
  
- premiums for insurance relating to the Land and/or the Building including public risk, plate glass and fire and damage insurance.
  
- all reasonable costs incurred in the Lessor's management of the Building and/or Land.
  
- all costs of running and maintaining services provided by the Lessor for tenants of the Building including but not limited to lifts and airconditioning and all plant and equipment associated thereto.
  
- costs of general repairs and maintenance to the Building, security of the Building and common garden areas of the Building and the Land etc.
  
- General Outgoings (if any) – specify:

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Other arrangements re. outgoings: \_\_\_\_\_  
\_\_\_\_\_

<p><b>16. Estimate of operating expenses:</b></p> <p><i>These details are required for the Disclosure Statement – this statement must be served on the Tenant <u>before</u> the lease is entered into or renewed where the lease is a retail lease to which the Retail and Commercial Leases Act 1995 applies</i></p>	<p>For the Disclosure Statement, the Tenant's proportion of outgoings for the first year of the Lease estimated as follows:</p> <p><input type="checkbox"/> council rates \$_____</p> <p><input type="checkbox"/> water and sewerage rates \$_____</p> <p><input type="checkbox"/> insurance costs \$_____</p> <p><input type="checkbox"/> cleaning costs \$_____</p> <p><input type="checkbox"/> Specify other (if any):</p> <p>_____</p> <p>_____</p>
<p><b>17. What are the cleaning arrangements?</b></p> <p><i>Please note that the University's preference is for the University to arrange for the cleaning of the Premises and recover the costs from the Tenant</i></p>	<p><input type="checkbox"/> <b>YES</b> The Lessor will arrange for the Premises to be cleaned and the Tenant shall pay a contribution to such costs as outgoings calculated at \$_____ per square metre per annum.</p> <p><input type="checkbox"/> <b>YES</b> The Tenant is solely responsible for cleaning the Premises at its cost.</p>
<p><b>18. Light and Power:</b></p>	<p><input type="checkbox"/> <b>YES</b> The Premises are separately metered for the consumption of light and power and all such charges will be payable by the Tenant including all power consumed to run any airconditioning plant exclusively servicing the Premises.</p>
<p><b>19. Telephones:</b></p>	<p><input type="checkbox"/> <b>YES</b> The Tenant shall be responsible for all charges for telephones and facsimiles situated in or telephone and facsimile services supplied to the Premises.</p>
<p><b>20. Tenancy Works:</b></p>	<p><input type="checkbox"/> <b>YES</b> All alterations or modifications to the Premises by the Tenant will be at the Tenant's expense and shall be subject to the Lessor's prior written approval.</p>
<p><b>21. Does the Tenant have to re-paint the interior of the Premises on expiry of the Lease?</b></p>	<p><input type="checkbox"/> <b>YES</b></p> <p><input type="checkbox"/> <b>NO</b></p>

<p><b>22. Payment of Lease costs</b></p> <p><i>Please note that it is the University's preference that the Tenant pay the whole of the cost of preparing the Lease.</i></p> <p><i>However, if the Retail and Commercial Leases Act 1995 applies it is the University's preference that each party bear its own costs.</i></p>	<p>For Lease preparation, negotiation and execution costs, the Tenant pays:</p> <p><input type="checkbox"/> the whole (subject to the <i>Retail and Commercial Leases Act, 1995</i> if applicable);</p> <p><input type="checkbox"/> fixed amount of \$ _____</p> <p><input type="checkbox"/> one half (50%)</p> <p><input type="checkbox"/> parties bear their own costs</p> <p><b>AND</b></p> <p><input type="checkbox"/> <b>YES</b> Tenant pays all costs of and incidental to the registration of the formal lease (subject to the <i>Retail and Commercial Leases Act, 1995</i> if applicable) and any costs in preparing a lease plan to enable the formal lease to be registered.</p>
<p><b>23. Are any guarantees required?</b></p> <p><i>(note: if Retail and Commercial Leases Act, 1995 is applicable, the security deposit cannot exceed an amount equal to 4 weeks rent)</i></p> <p><i>Please note that where the Tenant is not an individual the University requires personal guarantees</i></p> <p><i>If more than one guarantor:</i></p>	<p><input type="checkbox"/> <b>YES</b> Bank guarantee required</p> <p><input type="checkbox"/> <b>NO</b> Bank guarantee not required</p> <p>If Yes, amount required: \$ _____</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>YES</b> Security deposit required</p> <p><input type="checkbox"/> <b>NO</b> Security deposit not required</p> <p>If Yes, amount required: \$ _____</p> <p><b>AND/OR</b></p> <p><input type="checkbox"/> <b>YES</b> Personal guarantee required</p> <p><input type="checkbox"/> <b>NO</b> Personal guarantee not required</p> <p>If Yes, details of guarantor(s):</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Name: _____</p>

	Address: _____ _____ Name: _____ Address: _____ _____
<b>24. Are there any special conditions that apply to the Lease?</b> <i>(insert if any)</i>	_____ _____ _____ _____ _____ <i>and/or:</i> <input type="checkbox"/> <b>YES</b> - refer to attachment(s) containing details of special conditions and/or agreed amendments to the lease terms
<b>25. Has the Tenant asked for the Lease to be registered?</b>	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>26. University's form of Execution</b> <i>Please tick appropriate box</i>	<input type="checkbox"/> Under University Seal <input type="checkbox"/> By Authorised Officer

The above Lease instructions were prepared by \_\_\_\_\_  
 and were submitted to Property Services for approval on: \_\_\_\_\_ *(insert date)*

**LEASE INSTRUCTIONS APPROVED BY:**

\_\_\_\_\_  
 Ryan McMahon  
 Property Services Business Manager

\_\_\_\_\_  
 Date

Date submitted by Property Services to Lawyers  
for preparation of the Lease