

RSLA Amendment Act 2016

零售商租賃修正草案2016

Summary of more important changes to the *Retail Shop Leases Act (RSLA)* by the *Retail Shop Leases Amendment Act 2016*

(RSLA)零售商租賃修正草案2016 內容為主要的變動有關零售商租賃的摘要

Retail shop lease

零售商租賃

1. A lease of premises with a floor area of more than 1,000m² is not a retail shop lease.
租賃的建築面積超過1000平方米均不屬零售商租賃
2. A lease of non-retail businesses located in a multilevel building will not be a retail shop lease if the level of the building in which the premises is located contains 25% or less retail area.
一個多層建築內非零售商租賃或該建築物同一樓層內只包含25%或更少區域是零售商租賃的前提下也不屬零售商租賃
3. A lease of non-retail businesses located in a single level building will not be a retail shop lease if 25% or less of the building is retail area.
非零售租賃企業位於單層建築將不屬零售商租賃，而少於或25%範圍用作零售商也不屬於零售商租賃法
4. Leases or licences of an information facility, telecommunications equipment, automatic teller machine, vending machine, advertising display, storage or parking will not be retail shop leases, if the premises were not leased or licensed, they would be premises within a common area of a retail shopping centre.
租賃或許可證提供的信息工具,電信設備,自動櫃員機,自動售貨機,廣告展示,如果前提沒有人有租用或許可倉庫和泊車不會包含在零售商租賃,他們將零售購物中心房屋契約經營場所的公共區域內.

Date retail shop lease is entered into

零售商租賃進入日期：

5. A retail shop lease is now entered into on the earliest of the following dates:
零售商租賃如期進入要做如下幾點：
 - (a) the first date by which the lease is signed by all of the parties to the lease;
第一次約會各方面簽署所有的租賃合約；
 - (b) the date the lessee enters into possession of the retail shop under the lease; or
第一次約會各方面簽署所有的租賃合約；

- (c) the date the lessee first pays rent under the lease, other than as a deposit to secure the premises for the lease.

最早承租者支付租金租賃,除了作為租賃的定金還確保租賃的前提.

Lessor/lessee/assignor/assignee disclosure

出租者/承租者/讓與者/代理者

6. A lessee is required to give a disclosure statement to the lessor at least seven days before the lessee enters into a lease.
在進入租賃最少七天前承租者必須聲明給出租者.
7. Lessors are to provide disclosure to the lessee on the exercise of an option to renew by a lessee, with the lessee being able to withdraw from the option within 14 days of receipt of the disclosure, without the need to give any reason or withdrawal.
承租公司向承租者提供使用聲明由承租者的一個選項更新,與承租者能夠退出選擇14天內收到聲明,不需要給任何理由或撤退.
8. Lessees may waive the benefit of disclosure periods, but not the obligation for the lessor to give a disclosure.
承租者可能免除聲明時間的.
9. Lessors are to provide an updated disclosure upon request to enable lessees to give a disclosure statement on the grant of a sublease or licence.
租賃公司是提供一個更新的信息披露要求使承租者給一個公開聲明允許轉租或執照.
10. An assignee has the ability to waive the disclosure period for an assignor disclosure statement.
一個受讓者有能力放棄轉讓者公開聲明的聲明時間.

Rent and outgoings

租金和支出

11. Market rent reviews are to be conducted by specialist retail valuers on an effective rent basis.
市場租金應由專業零售商進行評估合理的租金.
12. Where a lessee exercises its right under the RSLA to have an early determination of the market rent before exercising an option to renew, the period for the lessee to exercise the option will end 21 days after the market rent is agreed or determined, even if that date extends beyond the expiry date of the retail shop lease.
在RSLA下確定同意租出給承租者,承租者如果結束超過有效期限出租的零售商店,承租者租賃使期權期限21天內選項更新租賃.
13. Outgoings may only be recovered from a lessee if the lease specifies:
如果租賃成交租金將會是指定來承租者承擔 ;
- (a) the outgoings payable by the lessee;

由承租者應付開支；

(b) how the outgoings will be determined and apportioned to the lessee; and
將如何確定和分配承租者支出；和

(c) how the outgoings may be recovered by the lessor.
出租者支出怎樣才可以重新獲得.

14. Outgoings estimates and annual audited statements of outgoings will need to provide a detailed breakdown of the administration costs of running the centre and fees to be paid to any centre management entity.

需要提供一個詳細運營成本中心和費用支付估計的支出和年終的結算費用審計報告表交給管理中心審核

15. A lessee has the right to withhold payment of outgoings until the estimate or audited statement is given by the lessor.

承租者有權拒絕付款給出租者，直到估計評估或審計的文件交出.

16. A lessor will not be able to include areas within a common area of the centre used for a prescribed purpose when calculating the total area of the centre for the purposes of calculating the apportionable outgoings payable by the lessees.

出租者出租將不包括區域內的公共區域中心承租者只應付開支用於在計算中心總面積計算分攤的面積.

17. If a lessee is required to pay turnover rent, the RSLA no longer obliges the lessee to give a lessor monthly turnover certificates and annual audited statements of turnover. Lessors will need to specifically include these obligations within their leases and provide the timing and delivery of certificates and statements by the lessees in the leases.

如果承租者需要付給租金，RSLA 不再需求承租者給出租者每月營業額的證書和年度審計報告.租賃公司需要提供具體時間和包括一些證書這些義務給承租者.

18. If a retail shop lease requires the lessee to pay amounts to the lessor for promotion and advertising, the lessor must make available to the lessee a marketing plan and an audited annual statement within specified time periods.

如果一個零售商店租賃要求承租者向出租者支付金額為促銷和廣告,在指定的時間內出租者必須提供給承租者的營銷計劃和年度審計報告.

Costs 費用

19. Where lease negotiations have been finalised and a lessee requests the lessor to produce a lease for execution, if the lessee subsequent to that date does not proceed with the lease, the lessor can recover the fees for preparation of the lease from the lessee.

租賃談妥完成,承租者租賃已經產生,如果承租者期滿不繼續租賃,出租者可以準備執行另一個承租者的租賃.

20. Lessors are now not permitted to recover mortgagee consent fees from lessees.
租賃公司現在不允許抵押權人同意恢復費用由承租者承擔。

Compensation

補償

21. The compensation provisions now clarify that a lessor is not liable to a lessee for compensation for business disruption where the lessor's actions are in response to an emergency.
現在澄清補償承租者賠償出租者不承租的責任。
22. A lessee is required to give a lessor written notice of the loss or damage suffered as soon as practicable after it has occurred, failing which the delay can be considered when deciding the amount of compensation payable to the lessee.
如果發生損失和損害,承租者必須盡快書面通知出租者。
23. A retail shop lease may limit a lessee's claim for compensation if a business disturbance occurs during the first year of the lease and, before the lease was entered into, the lessor gave the lessee written notice of the potential business disturbance.
在第一年如果發生業務受到干擾,零售商店租賃在進入之前,出租者向承租者書面報告給出租者有潛在的商業乾擾可能限制承租者的索賠。
24. The compensation provisions will now apply to a lessee who is holding over under an expired retail shop lease with the lessor's consent.
零售商店租賃與出租者同意,補償條款將不適用於過期承租者是誰持有。

Other matters

其他事項

25. Guarantors of a lessee are now released from liability upon the assignment of a retail shop lease in addition to the lessee when the conditions as set out in the RSLA have been satisfied.
除了在RSLA的租賃滿意條件時,零售商店擔保者的發布責任分配之下給承租者。
26. Any provision in a retail shop lease requiring a lessee to refurbish or refit the premises will be **void** unless general details of the nature, extent and timing of the refurbishment or refitting required is set out.
任何條款在零售商店租賃要求承租者翻新或改裝的前提將無效,除非是一般的自然細節和程度需要改裝。
27. The relocation provisions of the RSLA will apply to all relocations, not just those where vacant possession is required to facilitate a refurbishment, extension or redevelopment of the centre.
RSLA規定搬遷將適用於所有翻新或重建有需要促進的中心,不只是那些佔有的空置中心。

The abovementioned changes do not comprise all the changes in the *Retail Shop Leases Amendment Act 2016*.

上述變化不包括在零售商店的所有更改租賃2016修正草案

If your documents and/or procedures require amendment or the changes require further discussion, please contact Denis Stephenson at Anderssen Lawyers.

如果你的文件和/或程序需要修改或更改,需要進一步的討論.請聯系在安徒生的律師事務所的律師丹尼斯、斯蒂芬森



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