Schedule 3—Landlord's disclosure statement on renewal of lease

Regulation 8

Landlord's Disclosure Statement on Renewal of Lease

by the landlord under section 26(1) of the
**Retail Leases Act 2003**

**NOTE**

This statement is to be completed by the landlord for renewed leases under section 26(1) of the **Retail Leases Act 2003**.

If the tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the landlord is required to provide this statement to the tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the landlord is required to provide this statement to the tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2023.

It is recommended that a tenant obtain independent legal and financial advice before renewing a retail premises lease.

The tenant has remedies including termination of a lease under the **Retail Leases Act 2003**if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

**DISCLOSURE STATEMENT
by the landlord**

|  |  |
| --- | --- |
| **Landlord:** |  |
| **Tenant:** |  |
| **Premises:** |  |

|  |
| --- |
| **PART 1 KEY INFORMATION**  |
| **1** | **Renewal of lease** |
| 1.1 | Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease. [*landlord to insert date*] |
| 1.2 | Details of any changes from previous disclosure statement. |
| **2** | **Alteration works** |
| 2.1 | Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms? 🞏 Yes[*insert details of the proposed works*] 🞏 No |
| 2.2 | Details of any changes from previous disclosure statement. |
| **3** | **Other matters**  |
| 3.1 | Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [*e.g. current legal proceedings, planned changes to tenancy mix*]🞏 Yes[*insert details*]🞏 No |
| 3.2 | Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?🞏 Yes[*provide details*]🞏 No |
| 3.3 | Details of any changes from previous disclosure statement. |
| **4** | **Other monetary obligations and charges** |
| 4.1 | Outline any other costs arising under the renewed lease not including costs that are: referred to in the statement of outgoings under section 47 of the **Retail Leases Act 2003**; or  referred to elsewhere in this disclosure statement.[*e.g. interest and legal costs*] |
| 4.2 | Details of any changes from previous disclosure statement. |
| **PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE** |
| **5** | **Acknowledgements by landlord** |
| **By signing this disclosure statement, the landlord confirms and acknowledges that:** ● the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business. |
| **Warning to landlord when completing this disclosure statement:** ● the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete. |
| **6** | **Landlord's signature** |
| 6.1 | Name of landlord[*insert name of landlord*] |
| 6.2 | Signed by the landlord or the landlord's agent for and on behalf of the landlordx................................................................ |
| 6.3 | Name of the landlord's authorised representative or landlord's agent[*insert name of person signing with the authority of the landlord*] |
| 6.4 | Date |  / /20 |
| **PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE** |
| **7** | **Acknowledgements by the tenant** |
| **By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.** |
| **8** | **Tenant's signature** |
| **It is important that a tenant seek independent legal and financial advice before renewing the lease.** |
| 8.1 | Name of tenant[*insert name of tenant*] |
| 8.2 | Signed by the tenant or for and on behalf of the tenantx...................................................................... |
| 8.3 | Name of the tenant's authorised representative[*insert name of person signing with the authority of the tenant*] |
| 8.4 | Date |      /     /20 |