
SUMMARY

The Landlord, the Tenant and the Guarantor (if any) are parties to a Lease of premises in Victoria, Australia.

This Agreement varies the Lease to provide temporary rent relief arrangements due to the COVID-19 pandemic.

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RENT RELIEF AGREEMENT (VICTORIA)

Parties & Signatures

A. LANDLORD

NAME AND BUSINESS NUMBER OF LANDLORD

STREET ADDRESS OF LANDLORD

EMAIL ADDRESS OF LANDLORD

Signed for or by the Landlord

SIGNATURE/S

DATE OF SIGNING

NAME/S OF PERSON/S SIGNING

TITLE/S (EG DIRECTOR)

PARTY DETAILS

Fill in the Landlord's details. Insert the business or registration number to properly identify the party.

SIGNING INSTRUCTIONS

If the Landlord is a company with only one officer, the director should sign. If it is a company with more than one officer, two directors or a director and secretary should sign.

B. TENANT

NAME AND BUSINESS NUMBER OF TENANT

STREET ADDRESS OF TENANT

EMAIL ADDRESS OF TENANT

Signed for or by the Tenant

SIGNATURE/S

DATE OF SIGNING

TITLE/S (EG DIRECTOR)

PARTY DETAILS

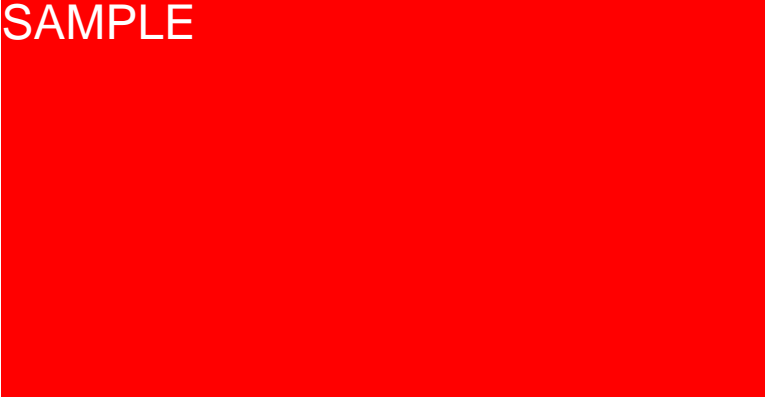
Fill in the Tenant's details. Insert the business or registration number to properly identify the party.

SIGNING INSTRUCTIONS

The Tenant signs here.

If the Tenant is a company with one officer the director should sign. If it is a company with more than one officer, two directors or a director and secretary should sign.

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[Redacted input fields]

PARTY DETAILS

Fill in the Guarantor's details. If there is no Guarantor then delete this section or insert, "Not Applicable".

[Redacted input field]

EMAIL ADDRESS OF GUARANTOR

Signed by the Guarantor

SIGNATURE OF GUARANTOR 

DATE OF SIGNING 

NAME OF WITNESS 

SIGNATURE OF WITNESS 

SIGNING INSTRUCTIONS

The Guarantor signs here in front of a witness.

D. SECOND GUARANTOR

NAME OF SECOND GUARANTOR

STREET ADDRESS OF SECOND GUARANTOR

EMAIL ADDRESS OF SECOND GUARANTOR

Signed by the Second Guarantor

SIGNATURE OF SECOND GUARANTOR 

DATE OF SIGNING 

NAME OF WITNESS 

SIGNATURE OF WITNESS 

PARTY DETAILS

Fill in the Second Guarantor's details. If there is no Second Guarantor then delete this section or insert, "Not Applicable".

SIGNING INSTRUCTIONS

The Second Guarantor signs here in front of a witness.

Key Terms

1. *Premises*

PREMISES

See clause 3(a). Insert a description of the property. Eg, "5 Mason Street, Elwood, Victoria".

2. *Date the Lease started*

COMMENCEMENT DATE

See clause 3(b). Insert the date the Lease started, to identify the lease this Agreement applies to. Eg, "10 September 2018".

3. *Rent relief period*

The period starting on **[start date]** and ending on **[end date]**.

RENT RELIEF PERIOD

See clause 4. Insert the start date and end date for rent relief. Eg, "29 March 2020" and "29 September 2020."

4. *Rent reduction*

An **[80]**% rent reduction during the rent relief period. This **[80]**% rent reduction amount is treated as **[50]**% waived, **[50]**% deferred. So, of the total rent amount in the rent relief period:

[20]% is payable as usual;

[40]% is waived; and

[40]% is deferred and payable as *deferred rent payments*.

RENT REDUCTION

See clause 9. Replace the amounts in square brackets with the relevant amounts agreed by the parties.

5. *Deferred rent payments*

The Tenant must start paying off the deferred rent at the end of the rent relief period (including any extension).

The Tenant must pay off the deferred rent by equal monthly instalments over the greater of: (i) the balance of the current lease term (including any extension); or (ii) 24 months.

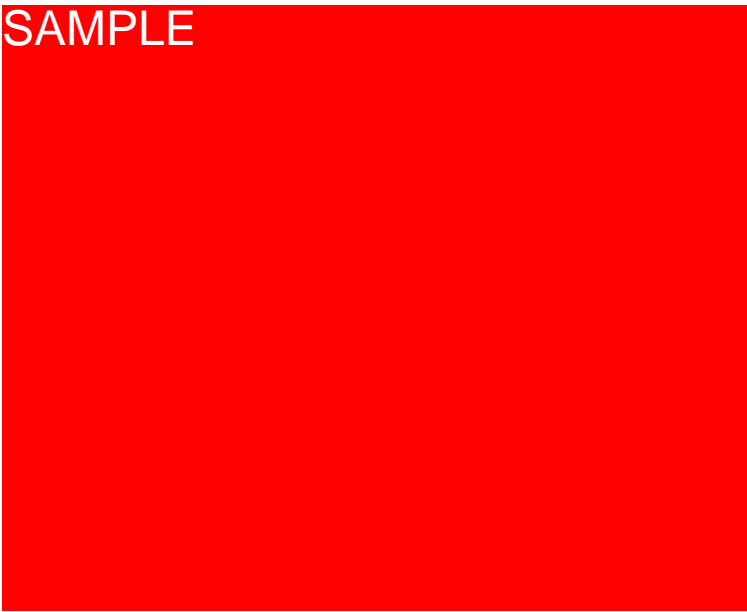
DEFERRED RENT PAYMENTS

See clause 11. Amend this section if required or insert "Not applicable" if none of the rent is deferred.

6. *Extension of the lease term (if any)*

EXTENDED LEASE PERIOD

See clause 13. Insert any lease extension period. E.g. "Not applicable" or "6 months".



WAIVER OF OUTGOINGS

See clause 14. Insert the period (if any) during which outgoings are waived. E.g. "No waiver of outgoings will apply, the Tenant must pay 100% of outgoings" or "Outgoings incurred from 1 to 30 June 2020 are waived".

General Terms

OVERVIEW

1. This Agreement

This Agreement consists of the following sections:

- (a) the Parties & Signatures;
- (b) the Key Terms; and
- (c) these General terms.

2. Parties

The parties are named in the Parties and Signatures section of this Agreement and include:

- (a) the Landlord;
- (b) the Tenant; and
- (c) each Guarantor (if any).

3. The Lease

The Landlord leased the *premises* to the Tenant under a Lease and each Guarantor (if any) agreed to guarantee the obligations of the Tenant under the Lease.

The Key Terms identify the Lease including:

- (a) the *premises*; and
- (b) the *date the lease started*.

4. Rent relief period

This Agreement relates to the *rent relief period* identified in the Key Terms.

5. Applicable Law

The parties acknowledge that the following laws (as amended from time to time) in relation to the COVID-19 pandemic apply to the Lease:

- the COVID-19 Omnibus (Emergency Measures) Act 2020 (*Act*); and
- the COVID-19 Omnibus (Emergency Measures) (Commercial Leases and Licences) Regulations 2020 (*Regulations*) made in Victoria under the Act.

6. Regulation Period

The Applicable Laws apply during the period (referred to as the *Regulation Period*):

- commencing on 29 March 2020; and
- ending on 29 September 2020 (or a later date if the Regulations are extended).

7. Duty to act in good faith etc

Under the Applicable Law, the Landlord and Tenant have a duty to cooperate and act reasonably and in good faith in all discussions and actions associated with matters to which the Regulations apply.

Each party acknowledges and agrees that the other party has discharged this duty, in relation to the rent relief period, by entering into this Agreement.

RENT RELIEF

8. Restriction on rent increases

The parties acknowledge that the Applicable Law restricts the Landlord from increasing the rent under the Lease during the Regulation Period, unless it does so in a manner permitted by the Applicable Law.

The Landlord agrees not to increase the rent during the rent relief period.

9. Rent reduction

The Landlord agrees to grant the Tenant the *rent reduction* during the rent relief period as set out in the Key Terms.

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- (a) when the Tenant must start paying off the deferred rent; and
 - (b) how the Tenant must pay off the deferred rent (for example, by way of equal monthly installments over a period).

As provided for under the Applicable Law, the Tenant is not required to pay interest or any other fee or charge in relation to the deferred rent payments.

LEASE EXTENSION

12. Requirement to extend the Lease

The parties acknowledge that under the Applicable Law, where the Tenant is required to make deferred rent payments:

- (a) the Landlord must offer the Tenant an extension to the term of the Lease (on the same terms and conditions that applied under the existing Lease); and
- (b) the extension must be equivalent to the period for which rent is deferred, unless the parties specifically agree otherwise.

13. Extension of the Lease term

The parties specifically agree to an *extension of the lease term (if any)* as set out in the Key Terms. That is, on the same terms and conditions that apply under the Lease identified in the Key Terms, except for any variations or additions under this Agreement.

OUTGOINGS

14. Waiver on recovery of outgoings

The Applicable Law requires the Landlord to consider waiving recovery of any outgoings payable by the Tenant under the Lease for any part of the Regulation Period that the Tenant is not able to operate their business at the premises.

The Landlord has considered this requirement and agrees to waive the Tenant's obligation to pay outgoings during the *outgoings waiver period (if any)* stated in the Key Terms.

15. Reduction in outgoings

The parties acknowledge that under the Applicable Law, if any outgoings charged, imposed or levied in relation to the premises are reduced:

- (a) the Landlord must not require the Tenant to pay any amount in respect of that outgoing that is greater than the Tenant's proportional share of the reduced outgoing payable under the Lease; and

- (a) the Landlord entered into this Agreement at the Guarantor's request;
- (b) the guarantee and indemnity from the Guarantor under the Lease will also apply to this Agreement (and the *deferred rent payments*); and
- (c) the guarantee and indemnity relates not only to the term of the Lease but also to any extension of the term under this Agreement or any period of overholding.

REQUIREMENTS OF APPLICABLE LAW

18. Tenant's warranties

The Tenant warrants that:

- (a) it is an SME Entity;
- (b) it qualifies for, and is a participant in, the Australian Government's jobkeeper scheme; and
- (c) the Lease is not otherwise excluded from the operation of the Applicable Law.

19. Tenant's acknowledgments

The Tenant acknowledges, in respect of the rent relief period only, that:

- (a) the rent relief given by way of this Agreement satisfies, and discharges in full, the Landlord's obligation to offer rent relief to the Tenant under the Applicable Law; and
- (b) the Tenant will not request any further rent relief from the Landlord.

20. Confidentiality

The parties acknowledge that the Applicable Law requires them to protect each other's confidential information.

Specifically, the Landlord and the Tenant must not divulge or communicate Protected Information obtained under or in connection with this Agreement or the Applicable Law, except:

- (a) with the consent of the person to whom the information relates; or
- (b) to a professional adviser who agrees to keep it confidential; or
- (c) to an actual or prospective financier who agrees to keep it confidential; or
- (d) as authorised by the Small Business Commission; or
- (e) as authorised under law; or
- (f) for the purposes of any proceeding in a court or tribunal.

GENERAL PROVISIONS**21. Confirmation of Lease**

The parties confirm that the Lease, as varied by this Rent Relief Agreement, continues to have full force and effect.

22. Jurisdiction

This Agreement is governed by the laws of the jurisdiction specified in the Lease and the parties submit to the resolution of disputes exclusively by the courts and tribunals in that jurisdiction.

23. Variations

Once signed, this Agreement may only be varied by the further written agreement of the parties.

24. Further co-operation

Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Agreement and the transactions it contemplates.

25. Entire understanding

The understanding between the parties about the subject matter of this Agreement is covered entirely in this document and any other documents that it refers to and no previous agreements, representations or warranties will have any effect.

26. Joint and several

If a party consists of one or more persons or an obligation applies to one or more persons, this Agreement binds them jointly and each of them severally.

27. Signing of separate copies

This document will be treated as properly signed if each party signs it or if the parties sign separate but identical documents in which case this document will take effect when the separately signed documents are exchanged between the parties.

28. Agreed as a deed

The parties acknowledge that this document is agreed and signed as a binding deed.

DICTIONARY

Unless otherwise stated, the expressions used in the Lease have the same meaning in this Agreement and the following expressions have a special meaning:

- (a) *Applicable Law* means the laws identified in clause 5.
- (b) *Outgoings* has the meaning given in the Lease subject to the interpretation required under section 4 (Definitions) of the Regulations.
- (c) *Protected Information* means:
 - personal information (including the name, address and contact details of any person, other than the Landlord or Tenant); or
 - information relating to business processes or financial information (including information about the trade of a business).
- (d) *Regulation Period* has the meaning given in clause 6.

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