

OFFER TO LEASE APPLICATION



WILSON[®]
COMMERCIAL

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Date: / /

Have you inspected the property? YES NO

Premises:

Proposed Tenant:

Tenant Name:

Trading Name:

Registered Address:

Telephone No: 0

Mobile No:

Email:

A.B.N:

A.C.N:

**** IF LEASE IS TO BE IN PERSONAL NAME/S, COMPLETE BELOW ****

Company Directors & Guarantors:

1

Surname:

Given Names:

Address:

Mobile No:

Email:

Date of Birth: / /

Tax File No:

Drivers Licence No:

Drivers Licence Card No:

2

Surname:

Given Names:

Address:

Mobile No:

Email:

Date of Birth: / /

Tax File No:

Drivers Licence No:

Drivers Licence Card No:

Proposed Lease Terms:

Description of Business:

Use of Premises:

Initial Lease Term: Years

Option Lease Term: Years

Further Lease Term: Years

Lease Commencement Date:

/ /

Rent Commencement Date:

/ /

Annual Rental:

Plus outgoings & GST
(where applicable)

Car Parking:

Annual Rent Reviews:
Basis (i.e. fixed %age, CPI or market)

Proposed
Tenants Works

Outgoings Payable By Tenant:

- All Council & Water Rates;
- Proportion of the building operating costs being the proportion of the floor area the premises bears to the total floor area in relation to the relevant building operating costs including Essential Services/Fire Protection;
- Owners Corporation fees (if applicable)
- G.S.T. (if applicable)

Security Deposit:

Equivalent to minimum 3.3 months rental in cash / bank guarantee (minimum)

Tenant Insurances:

The Tenant is to take out the following insurances & provide Certificate of Currency on an annual basis:

- Against damage/breakage of glass in the premises;
- Against damage to the premises from unlawful entry;
- Public Liability for not less than \$20,000,000 annually;
- Against loss or damage for full replacement value for the Tenant's fittings & stock in trade

ACKNOWLEDGEMENT:

1. The Tenant acknowledges and accepts the condition of the premises and agrees with the Landlord to make any necessary repairs or upgrade at their own expense and with the prior written consent of the Lessor.
2. This application is subject to owners approval;
3. Security deposit payments must be made by EFT, money order or bank cheque at the time of signing the lease.
No personal cheques will be accepted;
4. Possession will not be granted until the Lease agreement has been signed by all applicants & all monies paid;
5. This application is accepted subject to the availability of the property on the due date, and no action shall be taken by the applicant against the landlord and the agent should any circumstances arise whereby the property is not available for occupation by the due date;
6. I/we declare that the information supplied is true and correct, and agree that the agent is permitted to make independent inquiries to provide information to the landlord for the purpose of assessing my/our eligibility to rent the property;
7. I/we have inspected the property and should my/our application be accepted by the landlord, I/we agree to enter into a Lease Agreement;
8. I/we accept and acknowledge that if my/our application is not approved, the agent/landlord is not obliged to provide a reason why it was not accepted.
9. I/We agree to provide with this Offer to Lease the following:
 - (a) **Personal Statement of Assets & Liabilities for each Director/Guarantor**
 - (b) **Most recent Profit & Loss Report**
 - (c) **Associated business and real estate references;**
 - (d) **Photocopies of photographic I.D. for each Director for the purpose of credit/rental history check.**
 - (e) **Business Plan upon request.**

LEASE DOCUMENTATION:

- The Tenant agrees to have Leases prepared by the Landlord's solicitors containing these conditions and the conditions that are customarily included in Leases of similar properties and associated Guarantees (if any) executed and returned within 14 days of receipt, failing which, the Landlord may regard the Tenant as having repudiated this agreement and if the Tenant does so, the Deposit will be forfeited to the Landlord.
- Possession of the premises will not be given to the Tenant until Leases and guarantees are executed by the Tenant and Guarantor (if any), lease preparation costs are paid (where applicable) and Security Deposit or Bank Guarantee provided;

Special Conditions:

Trading History/Experience:

REFERENCES: Rental Referees

Current Agent/Landlord:

Telephone No:

Mobile No:

Address of Leased Premises:

How Long at Premises:

REFERENCES: Business Referees

Company:

Contact:

Telephone No:

Mobile No:

Company:

Contact:

Telephone No:

Mobile No:

TENANT'S OFFER:

- The Tenant offers to lease the Premises on the conditions set out above;
- The Tenant acknowledges that the Landlord is not bound by this agreement until Lease (and associated Guarantee if any) documents are signed by all parties;
- The Tenant consents to Wilson Glen Eira Pty Ltd trading as "Wilson Commercial" collecting and disclosing his/her personal information in accordance with the enclosed Privacy Statement. Wilson Commercial will collect, use and disclose the personal information for the purposes of:
 - (a) assessing this Offer to Lease;
 - (b) managing any resulting tenancy;
 - (c) providing the Tenant with information which Wilson Commercial believes may be of interest or benefit to the Tenant.

Proposed Tenant's Agreement:

Signed by/for the Lessee on : / /

(Lessee)

(Print Name)

(Lessee)

(Print Name)

Proposed Guarantor's Agreement:

Signed by/for The Guarantor on: / /

(Guarantor)

(Print Name)

(Guarantor)

(Print Name)

PERSONAL INFORMATION COLLECTION NOTICE FOR A PROSPECTIVE TENANT

Wilson Glen Eira Pty Ltd ACN 117 061 640 need from you some personal information, so that we can provide you with the services that you have requested from us, which include your interest in leasing a property through Wilson Commercial. Without this information we may be unable to provide the services requested by you.

In providing us with your contact details you are agreeing to be contacted by a Wilson Commercial agent who will communicate with you about properties that are for lease and inspection opportunities. Your information will be added to our client databases and may be added to our email/sms marketing list so that we can provide you with other information that may be of interest to you, including leasing, selling or buying real estate opportunities. This may involve disclosure to third parties who manage our databases and marketing.

Personal information that will be needed from you throughout the leasing process will include your name, contact details (home telephone/mobile phone numbers, fax, email and postal address); and where you proceed to lodge Commercial Tenancy Application will also include your date of birth, gender, occupation, your latest address and previous addresses, your detailed rental history, current employment information and history, your Drivers Licence (details and/or copy), passport details, student or pension details (if applicable), and your vehicle details. We will also ask for names and contact details of other proposed occupants of the property, referees and your emergency contact – in relation to whom you should obtain consent from these people before providing their personal details to us.

Your more detailed personal information will be collected when you complete a Commercial Offer to Lease form provided by us. The information collected from you in the form is required for us to consider your application to rent a property that we manage and generally to carry out our role as property managers including the ongoing management of your tenancy. To carry out this role, we may need to disclose your personal information to others including:

- the landlord or its legal representative
- the landlord's lawyer, mortgagee or insurer
- your nominated referees or current or past employers
- the owner or managing agent of properties you currently rent or have rented in the past
- organisations or trades people required to carry out maintenance to your rental property
- utility suppliers for your rental property
- VCAT/Courts and other Government Agencies
- Law enforcement authorities, debt-collectors, Small Business Commissioner or Consumer Affairs Victoria
- other real estate agents/property owners where property management/ownership changes
- operators of registered tenancy databases with rental history of certain tenants. In particular National Tenancy Database [NTD] a division of VEDA Advantage Information Services and Solutions Limited ABN 26 000 602 862

As part of our tenant assessment process we may run a National Tenancy Database check. This check profiles past tenants and may produce personal information about them such as tenancy history, details of bankruptcy, court orders or judgments, identity and/or visa verification, business credit history and directorship information. In this process we provide some of your personal details to the National Tenancy Database manager, who is regulated by the Australian Privacy Principles. You can review the NTD privacy policy at www.veda.com.au/privacy

Our privacy policy provides further details about how we will manage your personal information and can be viewed at www.wilsonagents.com.au Alternatively, please contact our office and we will post or email you a free copy.

If you wish to access or seek correction of your personal information that we hold, or if you want to complain about our handling of your personal information, please contact us as set out below. Our privacy policy contains more details about accessing and correcting personal information and our complaints process.

OUR PRIVACY OFFICER CONTACT DETAILS

By phone: 03 9528 8888
By email: privacy@wilsonagents.com.au
By post: Confidential - The Privacy Officer
Wilson Agents – 195 Balaclava Rd Caulfield North VIC 3161