

Retail Shop Leases Amendment Bill 2015

Amendments during consideration in detail to be moved by
The Honourable the Attorney-General and Minister for Justice and Minister
for Training and Skills

**1 Clause 9 (Replacement of s 11 (Application of Act—when
lease entered into))**

Page 12, lines 25 to 28 and page 13, lines 1 to 6—
omit.

2 Clause 15 (Replacement of ss 21 to 22A)

Page 22, lines 18 to 25—
omit, insert—

- (a) a person (the *franchisor*) is the lessee of a retail shop; and
- (b) the franchisor proposes to grant a licence (the *licence*) to another person (the *franchisee*) to occupy and use, for the carrying on of a business, all or part of the retail shop; and

Note—

If the franchisor proposes to grant a sublease, see section 21C.

3 Clause 15 (Replacement of ss 21 to 22A)

Page 22, line 26, ‘retail’—
omit.

4 Clause 15 (Replacement of ss 21 to 22A)

Page 22, line 32 and page 23, line 12, ‘franchise’—
omit.

5 Clause 15 (Replacement of ss 21 to 22A)

Page 25, lines 20 to 35 and page 26, lines 1 to 10—
omit.

6 Clause 15 (Replacement of ss 21 to 22A)

Page 26, line 11, '(10)'—
omit, insert—
(5)

7 Clause 15 (Replacement of ss 21 to 22A)

Page 26, line 15, '(11)'—
omit, insert—
(6)

8 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, line 12, after 'statement'—
insert—
and a copy of the current lease

9 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, line 13, after 'following'—
insert—
(the *prescribed disclosure date*)

10 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, after line 20—

insert—

- (1A) However, for the purposes of complying with subsection (1) it is sufficient if, after the prescribed disclosure date but before the day mentioned in subsection (1)(a) or (b)—
 - (a) the assignor gives the prospective assignee a disclosure statement and a copy of the current lease; and
 - (b) the prospective assignee gives the assignor a waiver notice.
- (1B) If the prospective assignee is not a major lessee, a waiver notice given by the prospective assignee is valid and effective even if a lawyer has not given the prospective assignee advice about the legal meaning and effect of the waiver.

11 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, line 23, '(1A)'—

omit, insert—

(3)

12 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, line 25, after 'subsection (1)'—

insert—

or (1A)

13 Clause 16 (Amendment of s 22B (Assignor's and prospective assignee's disclosure obligations to each other))

Page 27, after line 26—

insert—

(4) In this section—

waiver notice, for a prospective assignment of a retail shop lease, means a written notice signed by the prospective assignee stating—

- (a) the prospective assignee agrees to waive the assignor's obligation to give a disclosure statement for the lease and a copy of the current lease by the prescribed disclosure date; and
- (b) if the prospective assignee is not a major lessee—a lawyer has given the prospective assignee advice about the legal meaning and effect of the waiver.

14 Clause 60 (Insertion of new pt 12, div 3)

Page 52, lines 25 to 33 and page 53, lines 1 to 9—

omit.

15 Clause 60 (Insertion of new pt 12, div 3)

Page 54, lines 22 to 33—

omit.

16 Clause 61 (Amendment of schedule (Dictionary))

Page 58, line 25, '*entered into*,'—

omit.