



4 February 2014

Retail Leases Act Review  
Office of the NSW Small Business Commissioner  
GPO 5477  
SYDNEY NSW 2001

By e-mail: [retail.review@smallbusiness.nsw.gov.au](mailto:retail.review@smallbusiness.nsw.gov.au)

Dear Commissioner,

The NSW Business Chamber (the Chamber) welcomes the opportunity to comment on the *2013 Review of the Retail Leases Act 1994*.

As are aware, the Chamber is one of Australia's largest business support groups, with a direct membership of more than 15,000 businesses, providing services to over 30,000 businesses each year.

Tracing its heritage back to the Sydney Chamber of Commerce established in 1825, the Chamber works with thousands of businesses ranging in size from owner operators to large corporations, and spanning all industry sectors from product-based manufacturers to service provider enterprises.

The Chamber is a leading business solutions provider and advocacy group with strengths in workplace management, occupational health and safety, industrial relations, human resources, international trade and business performance consulting. Operating throughout a network of offices in metropolitan and regional NSW, the Chamber represents the needs of business at a local, regional, State and Federal level, advocating on behalf of its members to create a better environment for industry.

With the retail industry contributing significantly to the Australian economy, representing 4.1 per cent of GDP and 10.7% of employment, it's important that we ensure that the provisions managing leasing arrangements in NSW are appropriate to ensure that the sector can remain competitive and continue to grow. While the Chamber welcomes the review of the *Retail Leases Act 1994* (the Act), we recognise the broader issues at play that factor into current concerns related to the relationship between retail tenants and landlords.

### ***Planning Restrictions***

As was recognised by the Productivity Commission in its 2011 review of the *Economic Structure and Performance of the Australian Retail Industry* (the PC Review), planning and zoning regulation appears to be the root cause of many of the problems that arise in retail tenancy.

NSW Business Chamber incorporates:

- Sydney Business Chamber
- Australian Business Lawyers & Advisors
- Australian Business Recruitment Solutions
- Australian Business Consulting & Solutions
- Australian Business Apprenticeships Centre
- Australian Business Training Solutions
- Australian Business Defence Industry Unit
- Australian Business Industrial

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As planning regulation can restrict the number and use of retail sites, they can also confer significant negotiating power on established landlords and restrict commercial opportunities for others.

In circumstances where there is a large shopping centre landlord and many small tenants competing for limited retail space, imbalances in negotiating power are likely to exist. Without any other options available for tenants, the landlord can simply operate on a “take it or leave it” basis.

As the Australian Retailers Association commented in its submission to the PC Review:

*Where a general retail shopping centre is permitted, there is invariably an exclusive zoning which excludes any further development of a competing shopping centre in a similar area. As such, the existing shopping centre is granted an effective monopoly on the marketplace for consumers wishing to shop from a shopping centre in that area.*

*It is a false assumption to think that a shopping centre retailer can choose to relocate out onto the strip in the same area if they don't like the centre operators. Invariably, the retailer is forced to meet the shopping centre's terms because retailing from the outside strip is simply not commercially viable and any relocation will almost certainly realise the failure of that business.*

(sub. 71, p. 7)

While it is beyond the terms of reference for this review, further advocacy within Government to address these issues is necessary. Removing unnecessary constraints on planning and zoning regulation would help new development and increase competition in the marketplace. It would also help “level the playing field” for small retailers, especially those who operate in large shopping centres.

### ***Continue work towards a consistent national leasing framework***

With members who either lease or tenant in property in NSW and other states, work towards a nationally consistent retail leasing framework should also be pursued wherever possible. The Chamber notes the previous work of the National Retail Tenancy Working Group, however the development of national standards in key areas such as terminology and reporting still need to be significantly progressed.

The Chamber encourages the pursuit of greater consistency between states and territories as a priority area for reform. We would encourage your office working closely with other state Small Business Commissioners in pursuing this issue further.

### ***Development of a standard lease and disclosure statement on an online platform***

As outlined in our more detailed response, the development of a more simplified standard lease form and disclosure statement would serve to clarify the relationship, responsibilities and rights of both tenants and landlords.

The development of these documents as well as guidance material on an online platform would help ensure that both landlords and tenants understand more clearly their relationship under a lease agreement. The Chamber would be pleased to assist in working with you and other stakeholders in creating such tools.

The Chamber has significant experience in developing online tools to assist small business in dealing with HR obligations through its award winning product HR Advance (<http://www.hradvance.com.au/>). The Chamber is currently exploring opportunities to prepare a similar product to assist businesses in dealing with retail leases.

The Chamber would welcome discussions to see how this product could be utilised to take best advantage of a standardised lease and disclosure form.

### ***Further consultation with stakeholders***

While our submission builds on our experience in engaging and advising members affected by retail lease arrangements, a detailed survey on key recommendations should be considered for distribution prior to finalising recommendations and proceeding to draft legislation. Such a survey would help ensure that the final framework reflects and responds the concerns of retailers and landlords. The chamber would be pleased to help develop and distribute such a survey to our member businesses.

### ***Response to Discussion Paper***

For ease of reference, our response to the specific questions raised by the Discussion Paper have been collated in the table below.

We thank you for the opportunity to provide feedback on this important work. If you have any further questions in relation to this submission, please feel free to contact Mr Luke Aitken, Senior Manager Policy on (02) 9458 7582.

Yours sincerely



**Paul Orton**  
Director, Policy & Advocacy

Issue no.	Issue	NSWBC response
1.1.a	Is the confidentiality of the financial arrangements between the parties more important than the provision of industry information?	No
1.1.b.	If not, how best could the whole of the financial arrangements of the lease be made publicly accessible?	It should be a requirement of the new Act that the lease and all collateral agreements be registered
1.1.c.	If information were required to be registered, how should updated side deals be dealt with?	By way of registration of a variation of lease or variation of collateral agreement
1.2.a	What, if anything, should be done about the collection of turnover data by landlords?	Turnover rents should be retained by the landlord in confidence and used only for the purposes of determining rent. Data should be provided on an annual basis only via a certified accountant.
2.1.a.	How can there be greater certainty in outgoings, including management fees that are recovered from tenants?	<p>There a number of options in terms of how this might be achieved:</p> <ol style="list-style-type: none"> <li data-bbox="758 1406 1337 1686">1. exclude certain types of items that may be passed on as Outgoings (for instance, management/administration, special levies for capital works). It has been our experience some retail tenants are taken by surprise by increases in management/administrative fees; or</li> <li data-bbox="758 1731 1337 2038">2. extend the time a lessee may terminate a lease under s11(2) so as to allow a lessee to terminate a lease (and claim compensation) if the lessor claims certain outgoings that were either not disclosed in a disclosure statement OR a claim for outgoings is materially different to those disclosed in a disclosure statement</li> </ol>

<b>2.1.b.</b>	<b>How can the reporting obligations of a landlord who collects outgoings be streamlined in such a way that the tenant gets important information, yet unnecessary costs and any excessive reporting activities are removed?</b>	Landlord should maintain an Outgoings Register that can be made available for tenants (or their advisors) to review and confirm any claim for Outgoings. In our view, the Register would not create a significant burden on the landlords.
<b>2.2.a.</b>	<b>Are the current requirements for marketing plans, six monthly expenditure statements, advertising statements and auditor's reports appropriate and necessary (an opportunity to reduce red tape)?</b>	While feedback from retailers indicates that current requirements for marketing plans, expenditure statements and auditor's reports are unnecessary, as the Chamber has noted elsewhere in this submission, there may be circumstances, in the interest of transparency, where new requirements for this information would be appropriate.  New governance arrangements, proscribed by legislation, with tenants involved in developing and monitoring these plans may also serve to address this issue.
	<b>2.2.b. Is the current regulation for the use of advertising and promotion funds working well?</b>	No and is a further example of unnecessary red tape.
<b>2.3.a.</b>	<b>Would there be a benefit or detriment if landlords are prohibited from recovering land tax from tenants?</b>	In the event landlords were prohibited to pass on land tax, it would probably follow that rents would simply increase. Currently, the provisions limiting recovery of land tax under section 26 seem appropriate
<b>2.4.a.</b>	<b>Is the disclosure regime working as intended? Please provide recommendations of how it can be improved.</b>	The disclosure statement in its current form increases red tape. In our view, significant amounts of material in a disclosure statement are unnecessary as that information is either set out in a leasing offer/heads of agreement/leasing proposal the landlord (or its agent) prepares once key commercial terms are agreed in principle or detailed in the lease.

		<p>The disclosure statement should be a prescribed form, limited to 2-3 pages and focused on items that are not normally included in a “heads of agreement/leasing offer” issued by landlord’s or the lease itself. For instance, breakdown of outgoings, Court Orders made against the landlord, possibilities of re-development, tenancy mix etc.</p> <p>In our view, this would significantly reduce red tape and make the disclosure statement relevant in the suite of documents issued to a prospective retail tenant.</p>
<b>2.4.b</b>	<b>Should the Act provide a wider range of remedies if a landlord or tenant does not provide a Disclosure Statement as required?</b>	Yes with a monetary penalty or an abatement applying in circumstances where non-disclosure has financially impacted on a tenant.
<b>2.4.c</b>	<b>Should the minimum time for providing the Disclosure Statement of 7 days before the lease commences be reduced if both landlord and tenant are legally represented and request the option?</b>	Yes but only at the option of the tenant.
<b>2.4.d</b>	<b>Where a lease requires a tenant to pay “strata levies” should any special levy, extra levy or sinking fund have to be specifically disclosed (these levies can be significant amounts such as for major capital works to the strata property)?</b>	<p>Special or extra levies designed to pay for major capital/structural works should not be allowed to form part of Outgoings.</p> <p>Our experience and feedback from members has been that special and extra levies have been applied to recover funds to address issues related to the dilapidation of a building. In our view responsibility for addressing such matters should fall to the landlord and not the tenant.</p> <p>If such levies are allowed to be charged as Outgoings, the possibility or likelihood of such levies must be disclosed in a disclosure statement including disclosure of building dilapidation or any matter that may significantly increase strata levies and providing estimates of special levies to be</p>

		passed on (if allowed).
<b>2.5.a</b>	<b>What are the views of stakeholders on how best to manage the payment of an EUA levy under a retail lease?</b>	<p>With EUAs only being introduced in 2011, and only within a number of limited locations, the Chamber is not aware of any circumstances where an EUA has been applied to a retail tenancy.</p> <p>As the intention behind the EUA is that the cost savings in outgoings on energy is then applied to the levy from council, applying the charge to tenants should be appropriate provided it is clearly disclosed to tenants and there is proper consultation between tenants and the landlord prior to an EUA being signed.</p>
<b>3.1.a</b>	<b>As a sub-tenant, how can a franchisee be protected if a franchisor becomes insolvent or fails to meet its obligations under a retail lease?</b>	The sub-franchisee could be given a statutory right of first refusal to lease the premises on the same terms as the head lease.
<b>3.1.b</b>	<b>Is a registered sub-lease adequate protection in the case of the franchisor's liquidation or administration?</b>	No unless the sub-tenant has statutory rights of first refusal to enter the head lease in lieu of the head tenant.
<b>3.1.c</b>	<b>In some circumstances, should a franchisee be permitted to continue a business under the retail lease, such as assuming the rights and responsibilities of the franchisor (as head tenant) under the retail lease?</b>	Yes to the extent the subtenant maintains the same (or similar) use. Note, if the franchisor enters administration, it could be the case the franchisee/subtenant may not be able to operate under the franchise for the balance of the lease term but may be able to operate the same use.
<b>3.2.a</b>	<b>What is an appropriate remedy for a tenant in a retail shop located in a strata scheme where something under the control of the Owners' Corporation disturbs the retail business?</b>	<p>A tenant ought to have</p> <ol style="list-style-type: none"> <li>1. a right of termination of the lease and claim for compensations against the Owners Corporation (OC) if the OC refuses to maintain or repair common property in breach of its statutory obligations and the breach is a significant disruption to the business</li> <li>2. The right to have a voice at meetings of the OC and Executive Committee</li> </ol>

		<p>meetings</p> <p>3. The right to apply to the Tribunal (or Court of competent jurisdiction) for specific performance orders</p>
<b>3.2.b</b>	<b>What are the benefits or detriments of tenants in a strata development having remedies to address disturbances arising from actions by the Owners' Corporations heard by the ADT?</b>	A key benefit would be the ability to resolve problems between the OC and the tenants without firstly resorting to litigation and instead, take advantage of the Tribunal's mediation processes
<b>3.3.a</b>	<b>What is the best way to ensure that tenants and landlords operate within the policy intent of the Act, namely to ensure fair and efficient dealings between the parties?</b>	Ultimately, this issue is a matter for a court of competent jurisdiction to decide if problems cannot be resolved through a mediation/arbitration process.
<b>3.3.b</b>	<b>What would be the benefits or detriments if the Act contained an anti-avoidance clause?</b>	<p>The benefits of anti-avoidance clauses is to give certainty to the Courts that for public policy reasons, the legislature did not want to allow parties to contract out of certain obligations. In giving assurances to the Court, the parties are giving certainty on those rights</p> <p>One detriment in anti-avoidance clauses is where the right or obligations enshrined in statute over regulates the landlord/tenant relationship creating red tape for both parties and expanding the issues to be argued if disputes are resolved by litigation.</p>
<b>3.3.c</b>	<b>What would be the benefits or detriments if the Act contained principles such as a requirement for the fidelity of the bargain to be upheld?</b>	This issue is a matter for a court of competent jurisdiction to decide
<b>3.4.a</b>	<b>Are the remedies in the Act for the repair of damaged</b>	Section 36 should be confined to damage or destruction not caused by either party. This



	<b>premises adequate?</b>	section should however impose timing obligations on parties. For instance, on the landlord to serve notice on whether it intends to rebuild or not. We have received feedback that current leases refer to “reasonable time” for the landlord to make decisions to re-build and this creates uncertainty.
<b>3.5.a</b>	<b>Is there a market failure in relation to a tenant’s ability to negotiate a new lease at the end of a term?</b>	<p>While overall the market for retail tenancies is working well, there is strong evidence of an imbalance in bargaining position in the relationship between parties to a lease in shopping centres.</p> <p>Tenants should be aware of the need to negotiate security of tenure (by way of options to renew) at the commencement of the lease. We see some tenants not being aware the landlord is offering an option term and how options create security of tenure.</p> <p>With that said however, the Chamber does not believe a market failure exists in negotiations at the end of a lease term. A regime of specific disclosure through either a disclosure statement or at the start of the lease advising of the landlords intention to offer to renew (or not) would best address this issue.</p>
<b>3.5.b</b>	<b>Would there be a benefit or detriment if sitting tenants had a right of first or last refusal for a new lease upon the expiration of the initial term of lease?</b>	The lease agreement should be allowed to stand for its term. There should be no statutory obligation on either party for its continuance.
<b>3.5.c</b>	<b>Would there be a benefit or detriment if sitting tenants had a right for the period of ‘holding over’ to be a rolling six month lease that began when a negotiation finally failed?</b>	See response above. We have received feedback from retail tenants that they do not consider a 6 months holding over period as necessarily beneficial
<b>4.1.a</b>	<b>Would there be a benefit or detriment to the leasing industry if a standard lease</b>	There would be a benefit to have some clauses standard in a lease. However, because of the many variations that apply in leasing property

	<b>was introduced that is clear, concise and easily understandable?</b>	<p>(not only in terms of the nature of a premises but the manner of use to which the premises is being put), it is difficult to envisage a standard form covering all provisions.</p> <p>Current standard forms are inadequate.</p> <p>Consideration should be given to simplifying the document through the use of standard definitions and colour coding and highlighting of critical terms and focusing on innocuous provisions.</p> <p>The Chamber has experience in developing online tools to assist small business in dealing with HR obligations through its award winning product HR Advance (<a href="http://www.hradvance.com.au/">http://www.hradvance.com.au/</a>). The Chamber is currently exploring opportunities to prepare a similar product to assist businesses in dealing with retail leases.</p> <p>The Chamber would welcome discussions to see how this product could be utilised to take best advantage of a standardised lease form.</p>
<b>4.1.b</b>	<b>What would be the most effective way of developing a standard retail lease for NSW retail leases?</b>	By setting up a committee of stakeholder representatives from the legal industry, real estate agents, valuers and on behalf of business. The standard form should cover pre-set provisions and not attempt to cover the field.
<b>4.2.a</b>	<b>Is it appropriate for the Registrar of Retail Tenancy Disputes to appoint specialist retail valuers rather than the Administrative Decisions Tribunal?</b>	Yes. Appointment of a valuer should be through the Registrar and not through the Commissioners. A regime could be put in place for parties to be given the opportunity to agree on a valuer and if agreement cannot be reached, then referral by the Registrar to a panel of Court/Tribunal certified valuers
<b>4.2.b</b>	<b>Should the definition of 'specialist retail valuer' be expanded to include specialist retail valuers with some experience that also meet an approved accreditation</b>	<p>A valuer with 5 years' experience should be sufficient to meet the requirements under the Act.</p> <p>No further accreditation is necessary. If further experience or skill is required this should be</p>

	<b>standard?</b>	based on a sliding scale based on the value of land being assessed to a maximum requirement of 10 years' experience.
<b>4.3.a</b>	<b>Should the time required for registration of a lease by the landlord be expanded from one month to three?</b>	Yes.
<b>4.3.b</b>	<b>Should there be more a more effective remedy where the landlord does not register the lease or provide the tenant with a signed copy of the lease within the timeframe required by the Act?</b>	Some remedies include:- <ol style="list-style-type: none"> <li>1. The landlord is unable to enforce any obligations under the lease (consider suspension of payment of rent and outgoings) unless the landlord has signed a copy and provided it to the tenant.</li> <li>2. Restrain a landlord from disentitling a tenant to register a caveat</li> <li>3. Binding any purchaser or assignee of title to the lease whether registered or not.</li> </ol>
<b>4.4.a</b>	<b>Are the current Disclosure Statements working effectively?</b>	<p>They are too dense, cause confusion and unnecessary red tape as some information in the disclosure statement is often contained in the lease and often contained in pre-lease agreements (as issued by landlords or their agents and called either leasing proposals or leasing offers or heads of agreement).</p> <p>The Chamber would welcome the opportunity, with other key stakeholders, to work with the office of the Small Business Commissioner in developing a disclosure statement that is clear, concise and capable of being understood by persons other than lawyers.</p> <p>To that end, we would strongly support a disclosure statement of no more than 3 pages in length.</p>

<b>4.4.b</b>	<b>If not, how should they be streamlined to remove unnecessary compliance burdens on parties.</b>	Making the Disclosure Statement a prescribed form and only 2-3 pages in length. In this way, the items in the disclosure statement should focus on matters not normally set out in other pre-lease documents (for instance the previous year's outgoings statement, orders made at the Tribunal against the landlord, proposed re-development plans, tenancy mix)
<b>4.4.c</b>	<b>Would it be beneficial for a working group to be convened to examine ways to streamline disclosure requirements and reduce red tape?</b>	Yes but the working group should comprise persons including lawyers, tenant and landlord representative groups, agents
<b>4.5.a</b>	<b>Should the Act clarify whether or not mortgagee consent fees can be passed on to a tenant?</b>	In the Chamber's view, Mortgagee consent fees are a cost to a landlord in administration of the lease process to registration.
<b>5.1.a</b>	<b>Would a duty to act in good faith result in fairer and more efficient leases and reduce the number of disputes or have the opposite effect?</b>	A duty to act in good faith should be imposed on the parties during the pre-lease stage including disclosure to the tenant and any disclosure the tenant makes to the landlord about experience and financial ability
<b>5.2.a</b>	<b>Should the Act deal with the draw-down of a bank guarantee?</b>	The Chamber understands that landlords rarely draw down bank guarantees without the right to do so. If they do, it is a breach of the lease and the tenant has accumulated rights.
<b>5.2.b</b>	<b>Should there be a timeframe after the end of a lease when the landlord must release the bank guarantee?</b>	Yes and further, the Act should allow a tenant to provide a bank guarantee with an expiry date of not less than 3 months after expiry of the lease.
<b>6.1.a.</b>	<b>Are retail shops that are currently not covered under the Act which should be?</b>	As per our comments in response to 6.3.a. below, a broader application of the Act may be appropriate. All current leases not covered by the Act should however be allowed to expire prior to any requirement to undertake a new lease under the Act.
<b>6.1.b.</b>	<b>Are retail shops that are currently covered under the Act which should not be?</b>	See 6.3.a.
<b>6.1.c.</b>	<b>What is the benefit or</b>	See 6.3.a.

	<b>detriment in covering a limited range of other commercial premises under the Act?</b>	
<b>6.1.d.</b>	<b>Which is the best approach to specify which businesses or premises are covered under the Act?</b>	By reference to a general description with examples.
<b>6.1.e.</b>	<b>Should the Act clarify that only leases that are “retail shop leases” on commencement of the lease are covered by the Act?</b>	Yes
<b>6.2.a</b>	<b>What are the benefits and detriments of including retail shops located in an office tower under the Act?</b>	Provides clarity and focuses on the use of a property being the determining factor as to whether it should be subject to a retail lease.
<b>6.2.b</b>	<b>Should the Act clarify that certain businesses within shopping centres should be excluded under the Act, such as ATMs and vending machines?</b>	Yes.
<b>6.3.a</b>	<b>Should publicly listed companies and their subsidiaries be excluded from the operation of the Act?</b>	No. The Act should apply to all retail leases regardless of company structure other than those for properties with a gross floor space greater than 1000m <sup>2</sup>
<b>6.3.b</b>	<b>What are the benefits and detriments of excluding publicly listed companies and their subsidiaries from the Act; in relation to these companies, other retailers and landlords?</b>	See above.
<b>7.1.a</b>	<b>Is the minimum term of 5 years for a lease still required to provide security of tenure to tenants?</b>	Yes.
<b>7.1.b</b>	<b>Is the requirement for a tenant to obtain a certificate</b>	No but a tenant should be aware of the tenant’s rights to a minimum 5 year term and

	<b>from a lawyer or conveyancer for a lease for less than five years still necessary?</b>	the waiver of that right.
<b>7.1.c</b>	<b>Should short term leases of less than 6 months (including pop-up shops) be subject to the Act</b>	No but restraints should be placed on Outgoings short term tenants must pay.
<b>7.2.a</b>	<b>Are the provisions of the Act relating to assignment appropriate, and if not how should they be changed?</b>	Yes they are appropriate.
<b>7.2.b</b>	<b>Should the assignor be liable to the landlord for a certain period of time after the assignment if the assignee breaches the terms of the lease?</b>	As to antecedent breaches, the common law rights of a landlord should be maintained. However, an assignor should not be required to guarantee the lease obligations of an assignee
<b>7.2.c</b>	<b>Does the Act need to clarify whether section 39 (1) (a) “use” refers to a category of use or the specific details listed for the original tenant?</b>	Yes
<b>7.3.a</b>	<b>Should the provision of the Act prohibiting termination for inadequate sales be amended or removed?</b>	It should be removed. So long as the two parties are meeting all other obligations under the lease, this provision is unnecessary.
<b>8.1.a.</b>	<b>How can the government ensure that the Act continues to meet its policy objectives and respond appropriately to changes in the retail leasing industry?</b>	By engaging regularly with the sector and industry representatives.
<b>8.1.b.</b>	<b>Should there be a provision for the Act to be reviewed on a regular schedule or allow any review to be conducted at the discretion of the Minister and Cabinet?</b>	Any future review of the Act should be left to the discretion of the Minister. A scheduled review will only create uncertainty for both tenants and landlords and may, in any event, be unnecessary.
<b>8.2.a.</b>	<b>Should the monetary limit for retail leases disputes in the ADT be increased? If so, what should the monetary limit be?</b>	No monetary limit should be imposed and instead, the condition should simply be whether or not the dispute falls within the Act
<b>8.2.b.</b>	<b>Are changes required to the provisions governing the ADT to ensure it has the</b>	The ADT should be funded to allocate resources to appoint experienced mediators early in a dispute and before the disputes

	<b>appropriate capacity and resources to effectively deal with retail lease disputes?</b>	escalates to litigation. Early intervention (in our experience in reviewing retail leasing disputes) provides the best opportunity to resolve a dispute.
<b>8.3.a.</b>	<b>How best can the provisions of the Act be enforced?</b>	Through a clearer more coherent set of standard definitions, terms and disclosures the Act should become self-correcting (with parties better understanding their rights and responsibilities).
<b>8.3.b.</b>	<b>Would providing natural consequences when a breach occurs be an effective remedy and also promote better behaviour between parties and therefore outcomes in retail leasing?</b>	Yes.
<b>8.3.c.</b>	<b>What remedies or penalties in the Act should be changed?</b>	Only to the extent to encourage parties to abide by their obligations. If penalties become too harsh, it may result in a greater number of appeals.
<b>8.4.a.</b>	<b>Should the Act be amended to deal with revenue from online sales?</b>	Yes with regular reviewing of this part of the Act.
<b>8.4.b.</b>	<b>Should the Act give clarity on the calculation of turnover data from online sales?</b>	Yes with regular reviewing of this part of the Act