
Open Leasing - Conditions of Application

1. Harbour Trust Leasing Policy

The Open Leasing process is governed by the provisions of the Harbour Trust Leasing Policy (2015). Open Leasing applications will be considered against the Tenant Selection Criteria contained in the Leasing Policy, and any other criteria publicised in relation to the particular Open Leasing opportunity.

2. Participation in the Open Leasing process

The Open Leasing process does not oblige the Trust to lease the property, to enter into any form of legal relations with any applicant or to consider an application. Submission of an Open Leasing application does not entitle or oblige the applicant to enter into any form of legal relations with the Trust.

3. No warranties

The Trust makes no warranty regarding the accuracy of statements made or information provided in relation to the Open Leasing opportunity, and information may change at any time at the Trust's discretion without notice or reason.

4. Withdrawal

Prior to the agreement of commercial terms, an applicant may withdraw its application without penalty by written notice to the Trust. The Trust may refuse to consider an Open Leasing application or discontinue discussions with an Open Leasing applicant at any time prior to the execution of a lease by the Trust. The Trust may withdraw the Open Leasing opportunity at any time or identify and consider other applicants notwithstanding that an Open Leasing application may already have been received.

5. Information requirements

The applicant should provide all information requested in the Open Leasing Application Form, and any further information requested by the Trust. If the applicant fails to do so, the Trust may decline to consider the Open Leasing application. The applicant may also provide such other information it desires to support its application. The Trust may take into account additional information from advisers or any other person, and undertake any investigations it considers appropriate to evaluate, verify or clarify information contained in an Open Leasing application.

6. Reliance on information contained in applications

By submitting an Open Leasing application, the applicant warrants that the information it contains is accurate and complete and may be relied on by the Trust in evaluating the application. The applicant undertakes to advise the Trust immediately if any information contained in its Open Leasing application becomes inaccurate or incomplete in a material respect.

7. Responsibility in preparing an application

The applicant is responsible for all costs and liabilities associated with preparing and submitting an Open Leasing application, and fulfilling any further information requests from the Trust, including in the event of withdrawal by the Trust. Applicants may like to obtain, at their own cost, independent legal, financial or other advice in relation to information available during the Open Leasing process.

8. Privacy and confidentiality

The Trust is subject to the *Freedom of Information Act (Cth) 1982* and the *Privacy Act (Cth) 1988*. The applicant should identify those components of its application it believes concern the confidential commercial, personal or professional affairs of the applicant, the disclosure of which could reasonably be expected to have an adverse effect on those affairs. Applications will be held in confidence except to the extent that information is already in the public domain, or where disclosure is required for audit or legal purposes, including disclosure of information in accordance with any relevant legislation.

9. Ownership of applications

All applications become the property of the Trust and will not be returned to applicants. Subject to Condition 8 above, applications will be held in confidence, but the Trust may, at its discretion, copy, adapt, disclose or do anything necessary to any material contained in the application for the purposes of evaluating or clarifying the application or considering the commercial arrangements of any project.

10. Intellectual property rights

Intellectual property rights pertaining to an Open Leasing opportunity, including those relating to the name of Trust facilities and land, remain the property of the Trust. Intellectual property rights in an Open Leasing application remain the property of the applicant. Any element of an Open Leasing application considered by the applicant to carry intellectual property rights must be clearly identified in the application. The Trust will treat such elements as protected where the Trust, at its sole discretion, determines that the elements are subject to such a right.

11. Participation by leasing agents

An Open Leasing application may be lodged on behalf of an applicant by an agent or broker, subject to meeting the Trust's Agency Guidelines.

12. Lodgement of application

An Open Leasing application must be lodged in writing and accompanied by a completed Open Leasing Application Form.

13. Outcome of an Open Leasing Application

The Trust will advise the applicant whether or not its application has been considered and the decision arising from that consideration. The Trust will not enter into any correspondence or discussions with applicants relating to the outcome of leasing decisions made by the Trust.

15. Lease Agreement

Applicants acknowledge that, if selected to enter into a lease with the Trust, the applicant will be required to enter into the Trust's standard lease contract, which is available on request and should be reviewed prior to application.

16. Acceptance of conditions

By lodging an Open Leasing application, the applicant acknowledges its acceptance of these Conditions of Application.