**CORONAVIRUS DEED OF VARIATION OF LEASE**

**BETWEEN:** [**INSERT FULL NAME OF LANDLORD AS SHOWN ON LEASE**]

of [INSERT LANDLORD’S ADDRESS]

(the **Landlord**)

**AND:** [**INSERT FULL NAME OF TENANT AS SHOWN ON LEASE**]

of [INSERT TENANT’S ADDRESS]

(the **Tenant**)

**AND:** [**INSERT FULL NAME/S OF GUARANTOR AS SHOWN ON LEASE**]

of [INSERT GUARANTOR/S’ ADDRESS]

(jointly and severally, the **Guarantor**)

**AND:** [**INSERT FULL NAME/S OF ANY NEW GUARANTORS BEING ADDED**]

of [INSERT TENANT’S ADDRESS]

(jointly and severally, **New Guarantor**)

**BACKGROUND**

1. The Tenant occupies the Premises pursuant to the Lease.
2. The Parties have agree to vary the terms of the Lease, in response to the economic and other impacts that the 2020 Covid-19 Coronavirus pandemic has had and will continue to have on the Parties.
3. The Parties wish to record their agreement regarding the variation of the Lease terms, in accordance with the terms of this Deed.
4. The Guarantor agrees to continue to guarantee the Tenant’s obligations under the Lease, as varied by this Deed.
5. The New Guarantor agrees to guarantee the Tenant’s obligations under the Lease, as varied by this Deed.

**OPERATIVE PART**

1. Definitions
   1. Words used in this document have the following meanings:
      1. **Deed** means this deed, as validly amended from time-to-time;
      2. **Deed Date** means the date on which the last party to this Deed signs it;
      3. **Land** means the property located at [**INSERT ADDRESS**] and more specifically described as [**INSERT LOT AND PLAN IN LEASE**] on Title Reference [**INSERT TITLE REF NO IN LEASE**];
      4. **Lease** means the lease between the Landlord and the Tenant for the Premises, that commenced on [**INSERT DATE**], including any previous binding variations, amendments or transfers;
      5. **Parties** means the Landlord and the Tenant and the Guarantor and the New Guarantor;
      6. **Premises** means the Land OR that part of the Land shown in the sketch plan attached to the Lease OR that part of the Building on the Land shown in the sketch plan attached to the Lease, known as ‘Shop/Tenancy/Unit no.’;
      7. **Variations** means those agreed variations to the terms of the Lease, as specified in Schedule 1 of this Deed.
2. Variation of Lease
   1. The Parties agree to vary the terms of the Lease in accordance with the Variations.
   2. For the sake of clarity, the Parties agree that:
      1. all necessary amendments to the Lease are made in order to give effect to the Variations; and
      2. the Variations override any other term of the Lease, to the extent of any inconsistency between the terms.
   3. The Parties acknowledge and agree that they must continue to perform and observe all of the covenants and provisions of the Lease as if they have been repeated in full in this Deed, but subject always to the modifications required to give effect to the Variations.
3. **Amendment of Deed**
   1. The Parties agree that if legislation is adopted or other Federal or State Government directives are given that are binding on the Parties, that would have the effect of substantially changing one or more of the Parties’ financial position or other relevant circumstances (as determined by both parties, acting reasonably and in good faith), then the Parties agree to negotiate in good faith to amend the terms of this Deed to reflect the change in circumstances of that Party or Parties.
4. **Warranties**
   1. The Parties each warrant to each of the other Parties that:
      1. they have provided the other Parties with all information in their possession or knowledge that could reasonably be material to the other Party’s decision to enter into this Deed (the **Relevant Information**);
      2. the Relevant Information is true, accurate and complete, to the best of the warranting Party’s honest understanding and belief;
      3. they will notify the other Parties as soon as possible if they become aware of information that could reasonably be material to the matters referred to in this Deed; and
      4. they will act with the utmost good faith in all dealings with the other Parties in relation to this Deed and the matters which it documents, the Leases and the Premises.
   2. Each Party acknowledges that they have relied upon the warranties provided by the other Parties pursuant to clause 4.1 above and that in the absence of those warranties, they would not have entered into this Deed.
5. **Guarantor’s Consent**
   1. The Guarantor hereby requests and consents to the Variations contained in this Deed and agrees that their liability under any guarantee given to the Landlord or pursuant to the Lease will continue and will not be effected or discharged by the Variations or by this Deed.
6. **New Guarantor’s Consent**
   1. The New Guarantor hereby requests and consents to the Variations contained in this Deed and agrees to guarantee the performance of the Tenant’s obligations under the Lease (as varied by this Deed), subject to the terms and conditions of the guarantee contained in the Lease.
7. **Default and Termination**
   1. If a Party breaches a term of this Deed, then the other Parties are entitled to utilise any remedies available to them at law (including any remedies available to that Party pursuant to the Lease terms), as well as recover from the breaching Party:
      1. their legal, accounting and other costs and disbursements which are reasonably incurred; and
      2. damages in respect of the loss or damage suffered by the Party.
8. **Further Assurances**
   1. Each Party will do, sign and execute all deeds, schedules, acts, documents and things that may reasonably be required by the other Parties so as to carry out and give effect to the terms and intentions of this Deed effectively to the full extent permissible by law.
9. **Notices**
   1. Any notice given under this Deed must be in writing and signed by the party or their solicitor and delivered to the respective address for that party specified on page 1 of this Deed or any other address more recently notified by one party to the other in writing.
10. **Jurisdiction**
    1. This Deed will be governed by and constructed in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia and any courts which have jurisdiction to hear appeals from any of those courts.
11. **No Assignment** 
    1. No party to this Deed may assign their rights or obligations under this Deed without first obtaining the consent of all other parties, which may be withheld in the Parties’ sole discretion.
12. **Severability**
    1. This Deed will, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:
       1. that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or
       2. if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Deed will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.
13. **Counterparts**
    1. This Deed may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. This Deed may also be executed by an exchange of facsimile or electronic transmissions of signed counterparts of this Deed.

**Schedule 1 – Variations [INCLUDE ALL AGREED TERMS HERE]**

1. The Tenant is not obliged to pay Rent for the period between [**INSERT DATE**] and [**INSERT DATE**]. The Parties agree that this will not be taken into consideration during any future market review of the Rent, if applicable.
2. The Tenant is not obliged to pay Outgoings (or if only some outgoings are waived, specify them here) for the period between [**INSERT DATE**] and [**INSERT DATE**].
3. The Rent/Outgoings are reduced by $[**INSERT**] per week/month OR by [**INSERT**]% for the period between [**INSERT DATE**] and [**INSERT DATE**].
4. The Rent/Outgoings payable for the period [**INSERT DATE**] to [**INSERT DATE**] is reduced to nil and the amounts that would have otherwise been payable by the Tenant to the Landlord during this period must be paid by way of an increase to the Rent/Outgoings payable for the balance of the Lease term. For the sake of clarity, this means that the Rent/Outgoings payable for the period between [**INSERT DATE AFTER RENT-FREE PERIOD**] to [**INSERT DATE OF END OF LEASE TERM OR OTHER DATE AS AGREED**] will be $[**INSERT**], subject to any applicable reviews, as per the Lease terms.
5. The current Term of the Lease is extended by [**INSERT**] months/years, so that the last date of the lease Term is [**INSERT DATE**].
6. The Tenant will provide the Landlord with [**INSERT DESCRIPTION OF GOODS/SERVICES PROVIDED AND DETAILS AROUND TIMING AND ANY CONDITIONS ETC**.]
7. The Tenant will undertake the following improvements to the Premises, at the Tenant’s cost: [**INSERT DETAILS**]
8. The Tenant will procure the New Guarantor to provide a personal guarantee to the Landlord, on the same terms of the guarantee as contained in the Lease.
9. [**INSERT OTHER AGREED VARIATIONS**]

**Executed as a Deed in Queensland**

**[COPY/DELETE APPLICABLE SIGNING CLAUSES]**

**USE THIS SIGNING CLAUSE For parties who are COMPANIES OR CORPORATE TRUSTEES:**

|  |  |  |  |
| --- | --- | --- | --- |
| Executed by  **[INSERT NAME OF COMPANY] ACN [INSERT]**  **AS TRUSTEE FOR THE [INSERT TRUST]**  **(Landlord/Tenant/Guarantor/New Guarantor)**  in accordance with s 127 of the *Corporations Act 2001* (Cth) by its authorised officers: | | | |
| ***Signed*** |  | ***Signed*** |  |
| ***Name*** |  | ***Name*** |  |
|  | Sole Director/Director/Secretary |  | Director |
| ***Date*** | \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ | ***Date*** | \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ |

**USE THIS SIGNING CLAUSE For parties who are INDIVIDUAL PERSONS (if multiple persons make up one party (eg. husband and wife landlords) then include a signing clause for each person):**

|  |  |  |  |
| --- | --- | --- | --- |
| Signed, sealed and delivered by:  **[INSERT NAME OF INDIVIDUAL]**  **AS TRUSTEE FOR THE [INSERT TRUST]**  **(Landlord/Tenant/Guarantor/New Guarantor)** | | | |
| ***Signed*** |  | ***Witness*** |  |
| ***Name*** |  | ***Witness***  ***Name*** |  |
|  |  | ***Witness address*** |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Date*** | \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ | ***Date*** | \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ |