OUR SERVICES, DISCLOSURE AND FEES – 2026

Disclosure and fee structure – What we do and how we charge

We are not a general law firm[i]. Our specialty is retail leases dealing with initial contracts, rents, renewal negotiations, mediations, disputes, expert witness, rent and construction disagreements and lease related matters. Throughout a lease lifecycle, every clause counts, including agreement for leases, variations, surrenders, side agreements, storage and seating licences to name a few. Opening a successful shop, service or restaurant in a standalone or mall is often framed around opening day, but in practice, what determines success happens well before. If things go wrong or missed, they can cost dearly including unwanted litigation or loss of business of family home. Our extensive retail and Tribunal experience drives a practical, commercial approach. We generally charge an hourly rate, although some charges are event driven. Dispute costs, in part or whole can be recoverable, subject to individual circumstances and conditions.[ii]

About us – Our history

We have nearly 40 years' experience advising industry associations, Governments, inquiries and policy[iii], for small and medium enterprises (SMEs) covering retail property leases; lockouts, mediations, market rents, expert witness, turnarounds, Tribunal representation and Appeals. We uniquely intersect real-world retail experience and expertise, property finance, risk management and retail leasing law. We are tenant focussed to navigate lessee-lessor relationships, bridging the gap for creative, cost-effective solutions to lease management and settling disputes combining law, retail accounting finance and real-world needs of today's retailer.

Lease overview – What is a lease?

A lease is a binding contract to use land, a building or premises for a specific purpose, for a period in exchange for value (rent) often through a local real estate agent. They have professional leasing experience dealing with contracts every day, but SMEs rarely do. There is no standard lease, it should reflect the individual situation. Today, shop leases and accompanying documents have complex language covering hundreds of pages with numerous timing and payment obligations, trading requirements and risks. Lessees carry most risk, sometimes leading to financial catastrophe. A retailer might encounter a sudden pandemic, illness, divorce, business split ups, local planning law change, digital impacts, need to pivot the business, encounter overwhelming competition, loss of public amenity or drawcard and inability to pay rent or sell the business. On the other hand, some lessors take an unfair, harsh, unreasonable or unlawful advantage of a lessee.

Leases are fixed contracts. Numerous carefully worded paragraphs describe the premises, its use, term and options, fit-out, trading rules, repairs, maintenance, rent and outgoings, rent changes, risk transfer, defaults, insurances, security (such as bonds), end of lease, notices, transferring a lease to another, sales reporting, various approvals and other technical and operational aspects. Collateral documents include fit-out and design criteria, disclosure obligations, storage agreements and others. Surprisingly, many retail leases do not reflect the applicable law which is a highly complex overlay of State based governing law; retail leases acts, conveyancing and general property law, strata, personal securities, retention of goods, fair trading and other laws. Nowadays, retailers who take success seriously do not go it alone, and Retail Lease Coach™ is popular if you prefer to negotiate a lease direct. We assist behind the scenes, explaining terms, enlightening you on tricks and traps for a better and less risky lease - a retail property expert on your 'team'.

Look before you lease – Preparation is key

State Government agencies offer help, but the uncomfortable truth is many aspiring entrepreneurs 'gut-feel-it' with a poor understanding of leases or the market. In the enthusiasm to open for business or save money, commercial terms and documentation can become a DIY problem where total costs, incentives, disclosure requirements and due diligence succumb to real estate agent's pressure. Inexperienced SMEs lose leverage and sometimes their livelihoods. Future disputes can be baked in the initial documentation. Our services include feasibility, avoiding fit-out and construction issues, lease expiry and renewals, current market rents, outgoings audits, early exits and surrenders, forced closing downs, make good and other potential disputes. We will prepare and attend mediation and Tribunals, Appeals, assist with settlements, misleading and deceptive conduct, interference with premises and complex issue such as repairs. Take for example a roof tile failing in a standalone shop. The lessee might not be initially liable. But if he or she ignores it and water damage occurs, decay might set in and over time the floor rots and reasonable wear and tear might become a lessee's failure and liability. Contrast that with a gradual wearing down of carpet by ordinary use - reasonable wear and tear with a tenant not liable.

Location and lease feasibility – They go hand in hand

Customer care is critical to retail success and SME set up often ignore about 80% of customers are local, with many on-line. No longer just for the big boys, small retailers can benefit and boost their bottom line like professionals with critical trade area definitions, population densities (particular ages, income, employment, drive times, competition and other data) and the way target markets operate. Retailers are often amazed how experience and ideas to improve sales, signage, visibility and access make better property decisions and strategise for the future. We have been involved with numerous site visits, surveys and information gatherings to maximise the retail bottom line, from one off independents to national chains for property and marketing decisions.

Dispute avoidance – Signing with confidence

A lease isn't set and forget. Our years in retail and hospitality leasing have seen thousands of lease disputes ranging from simple (readily solvable) to highly complex with millions at stake requiring Tribunal or Court intervention. If a retailer 'bets-the-house' under a "liar lease", many thousands of dollars turn on careful words and may be manageable at first but become unfair or unfit for purpose only after problems emerge later. Key to successful leasing is anticipating problems where possible to minimise risk.

Formal mediation – Time to discuss problems

Inevitably, many tenants encounter shop lease problems requiring specialist help. Formal mediation via State small business authorities with a Government appointed mediator is often successful. We have assisted many hundreds of retailers reach win-win outcomes in a non-legalistic way. If agreement is reached, a binding document records it. Although not assured, success means both sides co-operate and be willing to solve problems.

Tribunals - Representing you and costs

If mediation fails, disputes may proceed to a State Tribunal. Hearings are before a Tribunal Member or Judge. Tribunals can be costly, risky and take time as dispute control is formal where orders are legally enforceable. We will request, sort, prepare evidence, documents, evaluate your case, represent you at hearings with reports, cross examination, submissions or appeals as required. Litigation costs can be recoverable, but State rules apply[iv]. If circumstances meet the criteria, costs recovery in full or part apply, meaning you might be out of pocket even if you win.

Expert witness reports - Cross examination

Tribunals are often confronted with a burden establishing or disproving loss. In retail, with so many variables affecting sales and expenses, this can often be difficult without expert help. We can assist written and oral reports before Tribunal and Courts in a clear, concise way.[v]

Current market rent submissions - Your say how on what rent to pay

Lessors' are in the business of collecting and raising rents. Retailers are in the business of selling goods and services and often uninformed about true rents or affordability. When facing a rent hike costing many thousands (or perhaps *hundreds* of thousands of dollars over the term), valuers rely on properly prepared submissions which we can protect your interests and potentially save money.

Multi-site lease portfolio management - Practice, procedure and documentation

As retailers grow, lease management (commonly done by the founder) becomes unwieldy and relegated to a bottom drawer as other priorities take precedence. Options can be forgotten, occupancy costs blow out and lease management becomes non-existent, leaving retailers exposed. From one lease to hundreds, we help manage your critical lease portfolio.

Distressed lease and turnarounds - Struggling to pay creditors? Closing down or lock out?

When trading gets tough, retailers can enter a grey insolvency zone and become susceptible to lock outs, termination and requirement to remedy defaults, even from unforeseen consequences. If your shop, restaurant, take away or retail chain is slowly bleeding to death, we can assist by turning it around, nurse it back to health or close. Using a combination of retail property, accounting, marketing and retailing expertise, we can often find creative ways to stave off closure, hand over to insolvency and bankruptcy specialists or help turn a bad business situation into a realisable asset. Below is a general guide per lease/location/event: -

A.	ASSESSING A LOCATION	Est. $
	Demographics, trade areas definitions, exit surveys	1,300 – 2,800
		1,800 – 3,000
B.	RETAIL LEASE	
	RetailLeaseCoach™, negotiation, ocumentation	480 p/hr
	Informal dispute resolution	480 p/hr
	Dispute preparation (mediation, tribunal)	480 p/hr
	Attendance at formal mediation	2,500 per ½ day
	Representation at Tribunal	2,500 per ½ day
	Expert witness (subject to evaluation and day rate)	3,500 – 5,000
	Current Market Rent submission	3,500 – 6,000
	Neutral evaluation of dispute	3,500 – 8,000
	Multi-site lease portfolio management, practice & procedure, documentation flow assessment at client premises	2,500 per ½ day
C.	DISTRESSED RETAILERS	
	Lock outs, terminations, notices to remedy, turnarounds, lease re-negotiation advice	480 p/hr
D.	ENTERPRISE SPECIFIC SEMINARS AND CUSTOM WORKSHOPS	
	Managing portfolios - lessee's rights under Retail Leases Act (NSW)	2,500 per ½ day
	Location and lease go hand – lunch and learn	2,500 per ½ day

Fee guide

Fees are usually $480.00 per hour + GST or decimal proportionate parts, including conferences (telephone and in person), reading and drafting correspondence, site and location reports, oral and written advices, forecasts, preparing all documents, submissions, views, attendances at locations, disputes, expert reports, mediations and tribunal, instructing external parties on your behalf, opinions and research. Expenses incurred on a client's behalf are charged on a 'cost recovery' basis with reimbursement for external and specific opinions, out of pockets such as transcripts, filing fees, fares, meals and accommodation, telephone calls, photocopying and printing.

Due to the varied nature of lease problems, it is not always possible to foresee precisely each step required. Costs can and often do change due to uncontrollable factors. These include extra preparation work, attitudes and aggressive lessor behaviours, reneging on agreements, hidden agendas by other parties, uncooperative lessors and lessees leading to further work, insufficient instructions or documentation and unforeseen conferences and negotiations amongst them. We can provide an estimate and range of costs based on experience and stages.

Mastercard, Visa, AMEX and direct transfer are accepted with a retainer required to commence new work. If fee notes are not paid on time, we reserve the right to cease work on your matter. Unpaid accounts attract interest at 9% with an entitlement to retain files when fees are owed. Lessee and directors are personally responsible for unpaid fees if we act for a corporation. If you wish to raise an issue with the account, please do so within 7 days. Either of us may terminate the engagement by notice in writing without affecting any liability to pay outstanding fees or expenses.

Confidentiality, conflict of interest and hold harmless

All correspondence is in the strictest confidence. As at the date of the engagement, if there are any conflicts of interest known, they will be disclosed. By engaging us to do work, you are accepting the terms and conditions of engagement you and your company(s) holds us harmless from all claims, actions, liabilities, costs and expenses (except for gross negligence, fraud or wilful misconduct) in contract, tort or statute without limitation in connection with work we perform for you.

AI policy

Generally, AI should not be used for leases. We do not use AI, except for specialist subscription legal searches. Practice notes in relevant jurisdictions dictate AI use. If AI is used to compose material before a Tribunal, it is disclosed and may not be privileged.

Acceptance and acknowledgment

If you engage us to do work, you agree to accept our terms and conditions which continue if you continue to instruct us. For any further information, please email info@retaillease.com.au or call +61 411 500 323.

This document is general, not legal advice. Please contact us with any inquiries you may have. COSBOA, ARTA, NANA and affiliates will be assisted with an initial, limited no charge consult to understand a problem and assist further. Doc vers 2.67 – 2026

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[i] See NCAT Act Sch 4, cl 7
[ii] See NCAT Act s 60
[iii] See for example: COSBOA, ARA, NRA, Productivity Commission, NSW Retail Leases Advisory Committee (1992-2017) Retail Leases Act, COVID Regulations (NSW),
[iv] See for example, The Watchmaker Pty. Limited vs Vlachos and Anor [2026] NSWCTCDA
[v] The expert witness code of conduct is contained in Schedule 7 of the Uniform Civil Procedure Rules 2005 (NSW)