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Australian Property Institute Limited

# PRESIDENTIAL APPOINTMENT APPLICATION FORM

## RENTAL DETERMINATIONS

for properties covered by the *Commercial Tenancy (Retail Shops) Agreement Act 1985* in Western Australia

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## Presidential Appointment Application Form

This is a formal application made to the President of the API Division shown in Section 1 to appoint a valuer to make an Expert Determination. This application is made by the party/s set out in this form in accordance with and by acceptance of the Standard Terms and Conditions of the API (which are attached to this application, can also be viewed online at [www.api.org.au](http://www.api.org.au) or by contacting the API).

### Important note:

This form is only for properties covered by the *Commercial Tenancy (Retail Shops) Agreement Act 1985* in Western Australia

If the property in question does not comply with this requirement please see [www.api.org.au/presidential-nominations](http://www.api.org.au/presidential-nominations) for more information.

<b>1. This request is for the attention of the API President of which Division?</b>	
<input type="checkbox"/> Western Australia	
<b>2a. Instructing Party (Lessor) Contact Details</b>	
Name of Lessor (as per lease)	
Lessor's Representative (inc postal address)	
Phone Number	
Email Address	
<b>AND</b>	
<b>2b. Instructing Party (Lessee) Contact Details</b>	
Name of Lessee (as per lease)	
Lessee's Representative (inc postal address)	
Phone Number	
Email Address	
<b>Please note that both Section 2 and 3 above must be completed</b>	

3. Description of property	
Address	
Otherwise known as	
Municipality/Suburb	
Type of property	<input type="checkbox"/> Residence <input type="checkbox"/> Factory <input type="checkbox"/> Warehouse <input type="checkbox"/> Retail* <input type="checkbox"/> Office <input type="checkbox"/> Other
Brief Description (eg ground floor, two storey building, etc)	

4. Valuers retained by the Instructing Party/s in relation to the subject Property	
Lessor	
Lessee	

5. Rental Determinations	
Current rental payable per annum	\$
The date at which the opinion must be expressed	
I/We show hereunder full details of any variations in rental and/or other payments made subsequent to the execution of the lease, or confirm that no such variations have been made	

**6. Basis of Appointment**

I/We agree that, unless the relevant documentation provides otherwise, the appointment is to be made on the basis that:

- 1 The appointed valuer must not act as an arbitrator of a dispute and that his/her responsibility is to give his/her opinion as an expert having regard to the information available to him/her
- 2 The parties shall accept the appointment by the President as final
- 3 The parties shall accept the determination of the appointed valuer as a binding and final determination
- 4 The parties shall pay the appropriate fee directly to the appointed valuer at the time and in the manner specified by the appointed valuer
- 5 The appointed valuer may, in the course of researching the determination, receive confidential information. Where this information is not in the public domain, the appointed valuer must respect the confidentiality of the information

**7. Documents required from you***Rental Determinations*

- Original complete executed and stamped Lease (or a certified copy)
- Evidence of the exercise of any option, if applicable
- Any other document relevant to the Lease recording any variations in rental and/or other payments made subsequent to the execution of the Lease

## 8. Agreement to Terms and Conditions

Please tick the box and sign to show your agreement

I acknowledge that:

- I have read and understand the attached Presidential Appointment Service Terms and Conditions and accept them.
- The lease provisions between the parties cited below requires a market rent review of the premises be carried out, and in default of agreement it is to be determined by a valuer appointed for the time being by the President for the time being of the Australian Property Institute – Western Australia Division.
- The parties to this lease are unable to agree the rental and in accordance with s11(3)(a) of the *Commercial Tenancy (Retail Shops) Agreement Act* (the Act) the President of the Australian Property Institute – WA Division is requested to appoint a valuer.
- It is agreed that the appointee will be the valuer agreed to by both parties in accordance with s11(3)(a) of the Act.

Instructing Party 1 (Signature of Lessor's Representative)	
Date	
Instructing Party 2 (Signature of Lessee's Representative)	
Date	

## 9. Service Fee

Current Annual Rental		API Presidential Appointment Fee *
From	To	
\$0+	\$50,000	\$550
\$50,001	\$100,000	\$825
\$100,001	\$200,000	\$1,100
\$200,001	\$300,000	\$1,320
\$300,001	\$400,000	\$1,540
\$400,001	\$500,000	\$1,650
\$500,001	\$750,000	\$1,980
\$750,001	+	\$2,200

\* Nomination Fees are inclusive of GST

10. Payment			
<input type="checkbox"/>	I enclose a cheque payable to API for \$_____ (inc. GST)		
<input type="checkbox"/>	I authorise the API to charge my credit card for \$_____ (inc. GST)		
Card Number			
Name on Card			
Expiry Date		CCV	
Cardholders Signature			
<b>TAX INVOICE</b>	This document will be a <b>Tax Invoice</b> for GST when you make payment. Please retain a copy for your records. All prices are GST inclusive. Our ABN is 49 007 505 866		

11. Submitting the Application Form
<p>This form is only for use in Western Australia.            Please return the Application Form and related documents to:            PO Box 8049, SUBIACO EAST WA 6008</p> <p>Full contact details for each API office can be found at <a href="http://www.api.org.au">www.api.org.au</a></p>

## Presidential Appointment

### Service Terms and Conditions

- 1 The Presidential Appointment Services is a commercial service provided by the Australian Property Institute on the terms and conditions set out in this document.
- 2 A Presidential Appointment will only be made upon receipt of a fully completed Presidential Appointment Application. Where the instrument, pursuant to which the expert determination is required, provides that the request for an appointment is to be made by both parties, then such Presidential Appointment Application must be signed by both parties.
- 3 A Presidential Appointment Application must be accompanied by the applicable Presidential Appointment Service Fee.
- 4 The President and the Institute reserve the right to decline to offer the Presidential Appointment Service to any Party or in any particular set of circumstances. Neither the President nor the Institute warrant that they will provide the Presidential Appointment Service.
- 5 The Presidential Appointment Service is complete upon the President making a written offer of appointment to a valuer to complete the expert determination and notifying the applicant(s) that the offer of appointment has been made. The President and the Institute do not warrant that the valuer will accept the offer of appointment.
- 6 Where the valuer does not accept an offer of appointment, the applicant(s) may submit a further Presidential Appointment Application. The payment of a further Presidential Appointment Service Fee may be required.
- 7 The President and the Institute have no obligation to ensure the quality or result of the determination produced by the valuer pursuant to any appointment. The Institute does have separate Complaints Procedures. Any party that believes a Valuer appointed in respect of the Expert Determination has breached the Code of Ethics, Rules of Conduct, By-Laws, Constitution or Practice Standards, they should avail themselves of the API complaints procedure. Any complaints received by the API will be dealt with in accordance with those procedures which do not form part of the Presidential Appointment process.
- 8 The Applicant(s) agree to indemnify the President and the Institute from any loss, cost, expense or liability incurred in any way connected with the Presidential Appointment Service or any act or omission of the appointed valuer. Where there is more than one applicant such indemnity shall be joint and several.
- 9 The liability of the President and the Institute arising in connection with the Presidential Appointment service is limited to the provision of the service again or the cost of having the service provided again.

## Privacy

### Disclosure Statement and Consent Clause

The Australian Property Institute (API) is committed to protecting the privacy of the personal information you provide to us. We need to collect the personal information requested on this form to enable us to process your Presidential Appointment application and provide you with services.

If you do not provide us with the information in this form or any additional information we request, we may not be able to process your application or provide you with services.

We may disclose the personal information we collect on this form and any additional information that you provide to us in connection with this application to our relevant staff, office holders, contractors and Committee members involved in delivering our services.

Institute staff may provide relevant Members with your name, employment organisation and business contact details in connection with or for the purpose of any actual or proposed appointment of such Members.

API Divisional Offices will at any time provide access to you to verify the personal information we hold, and where necessary, correct any errors in this information (some restrictions and costs may apply).

By completing and returning to us this application form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above.

This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving written notice to your API Division.

### Further Information

The API's Corporate Privacy Policy is published on the API website at [www.api.org.au](http://www.api.org.au)