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Australian Property Institute Limited

API STATE/TERRITORY CHAIR NOMINATION FORM

RENTAL DETERMINATIONS

Australian Property Institute
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Website: www.api.org.au

API State/Territory Chair Nomination Application Form

This is a formal application made to the Chair of the API State/Territory shown in Section 1 to nominate 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 or by contacting the API).

Important note in relation to retail properties:

- in New South Wales, Queensland and Victoria legislation may provide for the appointment of experts to be made by a body other than the API.
- in Western Australia, the *Commercial Tenancy (Retail Shops) Agreement Act 1985* requires that the appointee will be the valuer agreed to by both parties in accordance with s11(3)(a). For these properties, a different Application Form must be completed.

See www.api.org.au/chair-nominations for more information.

1. This request is for the attention of the API Chair of which State/Territory?

- | | | |
|---|--|-------------------------------------|
| <input type="checkbox"/> Australian Capital Territory | <input type="checkbox"/> New South Wales | <input type="checkbox"/> Queensland |
| <input type="checkbox"/> South Australia / Northern Territory | <input type="checkbox"/> Tasmania | <input type="checkbox"/> Victoria |
| <input type="checkbox"/> Western Australia | | |

2a. Instructing Party (Lessor) Contact Details

Where more than one Lessor please submit details for all parties using the Multiple Parties Form available at <https://www.api.org.au/products-services/dispute-resolution/> - please note an additional administration fee applies for multiple lessors

Name of Lessor
(as per lease)

Lessor's Representative
(inc postal address)

Phone Number

Email Address

AND

2b. Instructing Party (Lessee) Contact Details

Where more than one Lessee please submit details for all parties using the Multiple Parties Form available at <https://www.api.org.au/products-services/dispute-resolution/> - please note an additional administration fee applies for multiple lessees

Name of Lessee
(as per lease)

Lessee's Representative
(inc postal address)

Phone Number

Email Address

Please note that both Section 2a and 2b above must be completed

3. Description of property <i>If more than one property please submit each property on a separate page or use the Additional Property Details Form available at https://www.api.org.au/products-services/dispute-resolution/</i>	
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 (please refer to note on Page 1) <input type="checkbox"/> Office <input type="checkbox"/> Other
Brief Description (eg ground floor, two storey building, etc)	

4. List any Valuers currently retained by the Instructing Party/s and/or any Valuers / Valuation Firms who you believe may have a perceived conflict of interest	
Lessor	
Lessee	

5. Rental Determinations <i>If more than one property please submit each property on a separate page or use the Additional Property Details Form at https://www.api.org.au/products-services/dispute-resolution/</i>	
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 Nomination

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

- 1 The nominated 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 nomination by the Chair as final.
- 3 The parties shall accept the determination of the nominated valuer as a binding and final determination.
- 4 The parties shall pay the appropriate fee directly to the nominated valuer at the time and in the manner specified by the nominated valuer as agreed by the parties and in accordance with the nominated valuer's terms and conditions of appointment.
- 5 The nominated valuer may, in the course of researching the determination, receive confidential information. Where this information is not in the public domain, the nominated valuer must respect the confidentiality of the information.

7. Documents required from you

Rental Determinations

- Two certified copies of the original complete executed and stamped Lease
- 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

- By signing below, I acknowledge that I have read and understand the API State/Territory Chair Nomination Service Terms and Conditions and accept them

Instructing Party 1 (Signature of Lessor's Representative)

Date

- By signing below, I acknowledge that I have read and understand the API State/Territory Chair Nomination Service Terms and Conditions and accept them

Instructing Party 2 (Signature of Lessee's Representative)

Date

9. Nomination Fees (inclusive of GST)		
Current Annual Rental in Australian Dollars		API State/Territory Chair Nomination Fee*
From	To	
\$0+	\$50,000	\$565
\$50,001	\$100,000	\$855
\$100,001	\$200,000	\$1,125
\$200,001	\$300,000	\$1,355
\$300,001	\$400,000	\$1,580
\$400,001	\$500,000	\$1,690
\$500,001	\$750,000	\$2,030
\$750,001	+	\$2,255
Apartment/Hotel Complex/multi-unit property		
Single point of contact for lessor and lessee		\$2,255
Each additional point of contact		\$100

10. Payment / Tax Invoice (ABN – 49 007 505 866)	
Please retain a copy of this document as your Tax Invoice	
<input type="checkbox"/>	I enclose a cheque payable to the Australian Property Institute Ltd 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	

11. Submitting the Nomination Form	
Return all requested paperwork and payments by email or post to the relevant office of the API based on your answer to Item 1.	
ACT : act@api.org.au	TAS: tas@api.org.au GPO Box 745, HOBART TAS 7001
NSW : nsw@api.org.au Level 3, 60 York Street, SYDNEY NSW 2000	VIC: vic@api.org.au 10 Beach Street, PORT MELBOURNE VIC 3207
QLD : gld@api.org.au Capital Building, Level 4, 155 Queen St, BRISBANE QLD 4000	WA: wa@api.org.au PO Box 8049, SUBIACO EAST WA 6008
NT & SA : sa@api.org.au 33 Dequetteville Terrace, KENT TOWN SA 5067	For more information please go to www.api.org.au or call 1 800 111 API

API State/Territory Chair Nomination Service Terms and Conditions

- 1 The API State/Territory Chair Nomination Service is a commercial service provided by the Australian Property Institute on the terms and conditions set out in this document.
- 2 An API State/Territory Chair Nomination will only be made upon receipt of a fully completed API State/Territory Chair Nomination 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 API State/Territory Chair Nomination Application must be signed by both parties.
- 3 An API State/Territory Chair Nomination Application must be accompanied by the applicable API State/Territory Chair Nomination Service Fee.
- 4 The Chair and the Institute reserve the right to decline to offer the API State/Territory Chair Nomination Service to any Party or in any particular set of circumstances. Neither the Chair nor the Institute warrant that they will provide the API State/Territory Chair Nomination Service.
- 5 The API State/Territory Chair Nomination Service is complete upon the Chair nominating a valuer in writing to complete the expert determination and notifying the applicant(s) that the nomination has been made. The Chair and the Institute do not warrant that the valuer will accept the nomination.
- 6 Where the valuer does not accept a nomination, the applicant(s) may submit a further API State/Territory Chair Nomination Application. The payment of a further API State/Territory Chair Nomination Service Fee may be required.
- 7 The Chair and the Institute have no obligation to ensure the quality or result of the determination produced by the valuer pursuant to any nomination. 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 Professional Conduct, API Policy, 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 API State/Territory Chair Nomination process.
- 8 The Applicant(s) agree to indemnify the Chair and the Institute from any loss, cost, expense or liability incurred in any way connected with the API State/Territory Chair Nomination Service or any act or omission of the nominated valuer. Where there is more than one applicant such indemnity shall be joint and several.
- 9 The liability of the Chair and the Institute arising in connection with the API State/Territory Chair Nomination service is limited to the provision of the service again or the cost of having the service provided again.
- 10 The State/Territory Chairs were previously known as Presidents of their respective State or Territory Division.

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 API State/Territory Chair Nomination 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.

The API may 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 the API.

Further Information

The API's Corporate Privacy Policy is published on the API website at https://www.api.org.au/wp-content/uploads/2020/05/20180201_api_privacy_policy.pdf