

# API State/Territory Chair Nomination Application Form Rental Determinations

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, and can also be viewed online at:

[www.api.org.au](http://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. For more information, please visit, [www.api.org.au/products-services/dispute-resolution/](http://www.api.org.au/products-services/dispute-resolution/)

## 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 responsibility is to give opinion as an expert having regard to the information available.
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.

## Documents required from you (Rental Determination):

1. A certified copy of the original complete, executed and stamped Lease.
2. Evidence of the exercise of any option, if applicable.
3. Any other document relevant to the Lease, recording any variations in rental and/or other payments made subsequent to the execution of the Lease.

## Submitting the Nomination Form:

Return all requested paperwork by email to:  
[chairnominations@api.org.au](mailto:chairnominations@api.org.au)

For more information please go to  
[www.api.org.au](http://www.api.org.au) or call 1800 111 274

<b>A</b> Description of Property	<b>Description Of Property:</b>	
	Where there's more than one property, please submit each property on a separate page or use the Additional Property Details form available at <a href="http://www.api.org.au/products-services/dispute-resolution/">www.api.org.au/products-services/dispute-resolution/</a>	
	<i>Note: Please note that the section A must be completed.</i>	
	Street Address-1	
	Street Address-2	
	Suburb	
	State	
Postcode		
Type of Property		
Brief Description (Property) (e.g. ground floor, two storey building, etc.)		

<b>B</b> Lessor Representative	<b>B-Instructing Party (Lessor) Contact Details:</b>	
	Where there's more than one Lessor, please submit details for all parties using the Multiple Parties Form available at <a href="http://www.api.org.au/products-services/dispute-resolution/">www.api.org.au/products-services/dispute-resolution/</a>	
	Please note, an additional administration fee applies for multiple lessors.	
	<i>Note: Please note that the section B must be completed.</i>	
	Name of Lessor (As Per Lease)	
	Lessor First Name	
	Lessor Last Name	
	Representative/Company Name	
	Contact First Name	
	Contact Last Name	
	Street Address-1	
	Street Address-2	
	Suburb	
State		
Postcode		
Phone Number		
E-Mail		

**C**

**C-Instructing Party (Lessee) Contact Details:**

Where there's more than one Lessee, please submit details for all parties using the Multiple Parties Form available at [www.api.org.au/products-services/dispute-resolution/](http://www.api.org.au/products-services/dispute-resolution/)

Please note an additional administration fee applies for multiple lessees.

*Note: Please note that the section C must be completed.*

Lessee Representative

<b>Name of Lessee (As Per Lease)</b>	
<b>Lessee First Name</b>	
<b>Lessee Last Name</b>	
<b>Representative/Company Name</b>	
<b>Contact First Name</b>	
<b>Contact Last Name</b>	
<b>Street Address-1</b>	
<b>Street Address-2</b>	
<b>Suburb</b>	
<b>State</b>	
<b>Postcode</b>	
<b>Phone Number</b>	
<b>E-Mail</b>	

**D**

**D-Rental determination:**

Where there's more than one property, please submit each property on a separate page or use the Additional Property Details form available at [www.api.org.au/products-services/dispute-resolution/](http://www.api.org.au/products-services/dispute-resolution/)

*Note: Please note that the section D must be completed.*

<b>Current Annual Rental (Inclusive GST)</b>	<b>A\$</b>
<b>Date</b> <i>(At which opinion must be expressed)</i>	

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.

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:

### Nomination Fees (Inclusive of GST):

Current Annual Rental in Australian Dollars:	API State/Territory Chair Nomination Fee*
\$0+---> \$50,000	\$650
\$50,001---> \$100,000	\$950
\$100,001---> \$200,000	\$1,250
\$200,001---> \$300,000	\$1,550
\$300,001---> \$400,000	\$1,850
\$400,001---> \$500,000	\$2,150
\$500,001---> \$750,000	\$2,450
\$750,001 and Over	\$2,750
<b>Apartment/Hotel Complex/Multi-Unit Property:</b>	
Single point of contact for Lessor and Lessee	\$2,750
Each additional point of contact	\$110

### 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.

**Lessor:**

(Signature of Lessor's Representative)

**Date:**

**Lessee:**

(Signature of Lessee's Representative)

**Date:**

### Payment / Tax Invoice (ABN – 49 007 505 866):

Please retain a copy of this document as your Tax Invoice.

**Note:** The application will not progress until full payment is received from all parties.

**Please issue a single invoice to:**

*(Please advise whom this should be addressed to, select one option)*

## 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 State/Territory 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 and Collection Notice is published on the API website at:

[https://www.api.org.au/wp-content/uploads/2020/05/20180201\\_api\\_privacy\\_policy.pdf](https://www.api.org.au/wp-content/uploads/2020/05/20180201_api_privacy_policy.pdf)