
Open Leasing - Conditions of Application

1. Harbour Trust Leasing Policy

The Open Leasing process is governed by the provisions of the Harbour Trust Leasing Policy. Open Leasing applications will be considered against the Tenant Selection Criteria contained in the Leasing Policy, and any other criteria publicised in relation to the particular Open Leasing opportunity. Published on <https://subbaseplatypus.com.au>

2. Participation in the Open Leasing process

The Open Leasing process does not oblige the Harbour Trust to lease the property, to enter into any form of legal relations with any applicant or to consider an application. Submission of an Open Leasing application does not entitle or oblige the applicant to enter into any form of legal relations with the Harbour Trust.

3. No warranties

The Harbour Trust makes no warranty regarding the accuracy of statements made or information provided in relation to the Open Leasing opportunity, and information may change at any time at the Harbour Trust's discretion without notice or reason.

4. Withdrawal

Prior to the agreement of commercial terms, an applicant may withdraw its application without penalty by written notice to the Harbour Trust. The Harbour Trust may refuse to consider an Open Leasing application or discontinue discussions with an Open Leasing applicant at any time prior to the execution of a lease by the Harbour Trust. The Harbour Trust may withdraw the Open Leasing opportunity at any time or identify and consider other applicants notwithstanding that an Open Leasing application may already have been received.

5. Information requirements

The applicant should provide all information requested in the Open Leasing Application Form, and any further information requested by the Harbour Trust. If the applicant fails to do so, the Harbour Trust may decline to consider the Open Leasing application. The applicant may also provide such other information it desires to support its application. The Harbour Trust may take into account additional information from advisers or any other person, and undertake any investigations it considers appropriate to evaluate, verify or clarify information contained in an Open Leasing application.

6. Reliance on information contained in applications

By submitting an Open Leasing application, the applicant warrants that the information it contains is accurate and complete and may be relied on by the Harbour Trust in evaluating the application. The applicant undertakes to advise the Harbour Trust immediately if any information contained in its Open Leasing application becomes inaccurate or incomplete in a material respect.



7. Responsibility in preparing an application

The applicant is responsible for all costs and liabilities associated with preparing and submitting an Open Leasing application, and fulfilling any further information requests from the Harbour Trust, including in the event of withdrawal by the Harbour Trust. Applicants may like to obtain, at their own cost, independent legal, financial or other advice in relation to information available during the Open Leasing process.

8. Confidentiality

Applications will be held in confidence except to the extent that information is already in the public domain, or where disclosure is required for audit or legal purposes, including disclosure of information in accordance with any relevant legislation.

9. Freedom of Information

The Harbour Trust is subject to the Freedom of Information Act (Cth) 1982 (FOI Act). A request may be made under the FOI Act for access to information and documents relating to Applications. Such requests, including determining whether information the subject of the request is exempt from release, will be handled in accordance with provisions of the FOI Act.

10. Ownership of applications

All applications become the property of the Harbour Trust and will not be returned to applicants. Subject to Condition 8 above, applications will be held in confidence, but the Harbour Trust may, at its discretion, copy, adapt, disclose or do anything necessary to any material contained in the application for the purposes of evaluating or clarifying the application or considering the commercial arrangements of any project.

11. Intellectual property rights

Intellectual property rights pertaining to an Open Leasing opportunity, including those relating to the name of Harbour Trust facilities and land, remain the property of the Harbour Trust. Intellectual property rights in an Open Leasing application remain the property of the applicant. Any element of an Open Leasing application considered by the applicant to carry intellectual property rights must be clearly identified in the application. The Harbour Trust will treat such elements as protected where the Harbour Trust, at its sole discretion, determines that the elements are subject to such a right.

12. Participation by leasing agents

An Open Leasing application may be lodged on behalf of an applicant by an agent or broker, subject to meeting the Harbour Trust's Agency Guidelines.

13. Lodgement of application

An Open Leasing application must be lodged in writing and accompanied by a completed Open Leasing Application Form and the minimum proposal requirements as stated on the Open Leasing Application Form.

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14. Outcome of an Open Leasing Application

The Harbour Trust will advise the applicant whether or not its application has been considered and the decision arising from that consideration. The Harbour Trust will not enter into any correspondence or discussions with applicants relating to the outcome of leasing decisions made by the Harbour Trust.

15. Lease Agreement

Applicants acknowledge that, if selected to enter into a lease with the Harbour Trust, the applicant will be required to enter into the Harbour Trust's standard lease contract.

16. Acceptance of conditions

By lodging an Open Leasing application, the applicant acknowledges its acceptance of these Conditions of Application.