

File Ref: [Insert WIC]
Prop Ref: "[Insert iSpace Property No]"

Reply to: [Insert name]
Phone: [Insert ph no]
Email: "[Insert email address]"

[Insert Date]

"[Insert Recipient Name]"
"[Insert Recipient Position]"
"[Insert Department Name]"

Email: "[Insert Recipient Email Address]"

Dear [Insert Details]

Special Note

From 01 July 2019, this letter replaces the former 'Letter of Financial Commitment' used in leased properties and the 'Letter of Offer' used for government-owned properties.

Occupancy Details Schedule ('Schedule') - "[Insert Address]"

Following a formal request for "[new / renewal of / variation to]" office accommodation dated [Insert Date] from [Insert Details] ('Occupant') dated "[Insert Date]", the Queensland Government Accommodation Office (QGAO) is pleased to offer occupancy at the above mentioned Premises.

This Schedule outlines the terms and conditions for occupancy. Signing this Schedule means you agree to both the terms and conditions below and detailed in the Occupancy Agreement for government accommodation between Department of Housing and Public Works and agencies ('Occupancy Agreement'). A current version of the Occupancy Agreement can be found at:

<http://www.hpw.qld.gov.au/FacilitiesManagement/GovernmentFacilities/OAMF/FrameworkPolicy/Pages/default.aspx>

General Terms and Conditions between The State of Queensland (represented by the Department of Housing and Public Works) and the Occupant:

Premises referred to as:

Portfolio:	Leased/Owned
Building:	[Insert Details]
Address:	[Insert Details]
Level:	[Insert Details]
Real Property Description:	[Insert Details]
Area:	Approximately [Insert area]m ² (subject to survey to P.C.A. Standards 1997) of carpeted, air-conditioned office space.
Permitted Use:	Offices / Shop / Warehouse / Other

Normal Business Hours:	7.30 am to 6.00 pm Monday to Friday (except public holidays)
Commencement Date:	[Insert Date]
Expiry Date:	[Insert Date] or [N/A]
Option Terms:	[Insert no of options in full ([Insert no of options in figures) Options each of [Insert no of years in full] ([Insert no of years in figures) years or [N/A]
Rental Commencement Date:	[Insert Date]
Incentive:	“[Cash and/or rental incentive]”
Access to Premises:	(LEASED) Not before Ministerial Approval is received OR (OWNED) Not before Agreement to Occupancy Details Schedule is returned and access is negotiated.
Rent Review:	[Insert Details i.e. Two yearly to market, fixed etc.]
Rental:	(LEASED) Year 1 Rent \$[Insert amount] (GST exclusive) per m ² per annum gross plus 2.5% management fee. Year 2 Rent \$[Insert amount] (GST exclusive) per m ² per annum gross plus 2.5% management fee. Year 3 Rent \$[Insert amount] (GST exclusive) per m ² per annum gross plus 2.5% management fee. Year 4 Rent \$[Insert amount] (GST exclusive) per m ² per annum gross plus 2.5% management fee. OR (OWNED) \$[Insert amount] (GST exclusive) per m ² per annum gross.
Fees:	The Occupant agrees to pay the following fees: <ul style="list-style-type: none"> • All legal costs + GST • Estimated compliance inspection fee of \$1,000 (GST exclusive) • Estimated mechanical inspection fee of \$1,500 (GST exclusive) (if required)
Outgoings:	(LEASED) [Insert Details] (OWNED) Refer to itemised outgoings below.
Car Parking:	[Quantity] [insert description: single/tandem] bays at \$[Insert Details] (GST exclusive) (LEASED) plus 2.5% management fee
Storage or [insert description]:	[Insert Details] m ² \$[Insert Details] (GST exclusive) (LEASED) plus 2.5% management fee
Pre-Occupancy Works:	QGAO will ensure the following works will be carried out by the Building Owner: <ul style="list-style-type: none"> • [Insert Details]
Disabled Access:	[Insert Details]
Building Compliance Issues:	[Insert Details]

Occupant Works:	The Occupant will carry out the following works at their own cost: <ul style="list-style-type: none"> • [Insert Details]
Cleaning:	(LEASED) The Occupant must clean the interior of the Premises and meet all costs associated for the cleaning. OR (OWNED) \$ [Insert Details] (GST exclusive)
Electricity:	(LEASED) The Occupant must pay for all general light and power electricity consumed in the Premises. OR (OWNED) \$ [Insert Details] (GST exclusive)
Security:	#[Insert Details] (GST exclusive)
Building Emergency Procedure:	#[Insert Details] (GST exclusive)
Mail Delivery and Screening:	#[Insert Details] (GST exclusive)
Water and Gas:	(LEASED) The Occupant must pay for all water and/or gas consumed in the Premises where appropriate metering is installed. OR (OWNED) delete this clause if not relevant.
Air-Conditioning Electricity:	The Occupant must pay the cost of electricity used to air-condition the Premises. OR The cost of air-conditioning is a component of the fully gross rent.
Air-Conditioning:	The Occupant is not responsible for maintenance of the building's air-conditioning system, however, will be responsible for maintaining any auxiliary air-conditioning units installed as part of fitout.
After Hours Air:	The Occupant agrees to pay an amount of #[Insert Details] per hour to air-condition the premises outside of normal business hours.
Electrical / Communications:	The Occupant is satisfied that the premises will meet their Electrical and IT/Communications requirements.
Telephones:	The Occupant is responsible for the installation and cost of connection and consumption of this service.
Office Alterations:	The Occupant must obtain approval through QGAO for any changes to the Premises, building or services, prior to works being undertaken. Any remedial works carried out will be funded by the Occupant. For more information, refer to Clause 19.1 in the Occupancy Agreement.
Fitout:	QGAO will record all capital lease incentives and QGAO funded fitouts. Occupants are not required to recognise these assets. For more information, refer to Clause 19.1 in the Occupancy Agreement.
Insurance:	QGAO will insure all standard office fitouts within the portfolio through the Queensland Government Insurance Fund (QGIF).

For more information, refer to Clause 19.2 in the Occupancy Agreement.

Certificate of Classification: The building is classified as "[Insert Classification]" . By agreeing to this Schedule the Occupant acknowledges that the building complies with the classification and all other relevant statutory authorities and the building classification and office fitout is fit for intended purpose.

Fire & Emergency Services: The Occupant is responsible for the maintenance of fire equipment within the Premises as part of the fitout, including fire extinguishers and exit lighting. The Occupant is required to meet all Qld Fire Regulations including staff training, inductions and the supply of fire wardens and fire safety advisors and agree to meet all associated costs.

Make Good: The Occupant **is / is not** obliged to make good (including paint), or remove its property (including its fixtures and chattels) from the Premises at the Expiry Date.

The Occupant will be responsible to repair any damage caused to the Premises during the term of the occupancy and must leave the Premises in a clean and tidy condition at the Expiry Date.

Asbestos: The Occupant agrees to comply with all asbestos laws and must not drill, abrase, cut, sand any wall, ceiling or floor in the Premises and building without firstly seeking QGAO's approval and sighting the building's asbestos report, plan and register.

Use of Email: The Occupant consents to the use of email as a form of communication.

DOAP (Fitout Approval): Please note that Ministerial approval for occupancy cannot be given without first obtaining Fitout Approval through the Departmental Office Accommodation Proposal process.

Currently, target cost benchmarks for new fitout are \$1,174/ m² (excluding fees and GST). Please contact QGAO to discuss appropriate cost benchmarks for your fitout.

Please submit your proposal to QGAO as soon as possible, to avoid delays.

If you agree to the terms and conditions, please sign the attached certification and return the whole Schedule by email to this office as soon as possible.

Yours sincerely

[Insert Name]
[Insert Position]

