

Early bird expires 6th May\*

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format

# 4th Annual Commercial & Retail Leasing Conference

Essential sessions for the  
premium leasing practitioner

17 June 2008  
Sydney

18 June 2008  
Brisbane

19 June 2008  
Melbourne

## Don't miss this opportunity to:

**DISCOVER** how to maintain green ratings  
through enforceable lease provisions

**AVOID** common traps in leasing documentation  
- your ultimate guide

**MINIMISE RISK** through effective insurance  
provisions

**PREVENT** lease breaches by unconscionable  
conduct or misleading and deceptive conduct

## Expert speakers include:

Dr Clyde Croft QC

Stephen Jones, Partner, McCullough Robertson

Derry Davine, Partner, Dibbs Abbott Stillman

David Rohr, Partner, Mallesons Stephen Jaques

Michael Redfern, Consultant, Russell Kennedy

Register Today

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Presented by



**LexisNexis**<sup>®</sup>  
Professional Development

# 4th Annual Commercial & Retail L

## Essential sessions for the premium leasing

8:30 **Registration and coffee**

8:50 **Meet your chair**

**Peter McMahon**, Partner, **Clayton Utz** (Sydney)

**Bruce McGregor**, Partner, **Nicol Robinson Halletts**  
(Brisbane)

**Max Cameron**, Partner, **MinterEllison Lawyers**  
(Melbourne)

9:00 **Maintaining green ratings through enforceable lease provisions**

Leasing practitioners now need to understand the impact of Ecologically Sustainable Development (ESD) on their clients' businesses and how this phenomena affects leasing arrangements.

### **Part one - considering green buildings framework**

- ESD implementation phases and rating systems
  - Green Star Rating
  - Australian Building Greenhouse Rating
  - National Australian Built Environment Ratings System

**David Craven**, Principal Consultant, **Woods Bagot Consulting** (Sydney, Brisbane and Melbourne)

### **Part two - commercial and legal aspects of ESD**

The practitioner's challenge is to ensure that lease provisions are practical and able to be implemented.

- Examining builders', operators' and tenants' obligations
- Looking at incidents of ESD in leases, including -
  - Energy, water and waste requirements
  - Floor layout
  - Occupancy use
  - Performance measurements and incentives
- Who pays for it?

**Lily Mitchell**, Senior Associate, **Baker & McKenzie** (Sydney)

**Stephen Jones**, Partner, **McCullough Robertson** (Brisbane)

**Dora Stilianos**, Senior Associate, **Baker & McKenzie**  
(Melbourne)

10:30 **Morning tea**

11:00 **Avoiding common traps in leasing documentation – your ultimate checklist**

This session offers the practitioner a methodical approach to ensure the lease documentation is aligned with your client's instructions, the client's business and regulatory requirements.

- Examining regulatory time frames, notice and disclosure requirements and rent reviews
- Aligning your client's needs with lease terms
- Being up to date with standard conditions
- Avoiding misconceptions and pitfalls

**Anthony Herro**, Principal, **Herro Solicitors** (Sydney)

**John Nicolas**, Senior Associate, **Dibbs Abbott Stillman**  
(Brisbane)

**Derry Davine**, Special Counsel, **Dibbs Abbott Stillman**  
(Melbourne)

12:00 **Decreasing risk through effective insurance provisions**

- Who bears the risk for what events?
- Drafting carve outs for landlords
- Advising your clients about subrogation and under insurance provisions

**Mark Radford**, Partner, **Blake Dawson Waldron** (Sydney)

**Brad Russell**, Partner, **McCullough Robertson** (Brisbane)

**Fred Hawke**, Partner, **Clayton Utz** (Melbourne)

12:50 **Networking lunch for speakers and delegates**

1:50 **Helping clients comply with disclosure requirements and avoid engaging in unconscionable, misleading or deceptive conduct**

- Disclosure obligations required by the Trade Practices Act
- Landlord's obligations during lease negotiations and term of lease
- Considering the best time to bind tenants
- Tenant's disclosure obligations on assignment
- Timing – when the obligation to disclose crystallises
- Binding representations and warranties

**Natasha Goulden**, Senior Associate, **Clayton Utz** (Sydney)

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1:50 **Helping clients comply with disclosure requirements and avoid engaging in unconscionable, misleading or deceptive conduct**

- Mandatory provision of disclosure statements – content according to premises use and procedure
- Landlord's obligations in lease negotiations and during term of lease
- Considering the best time to bind tenants
- Tenant's obligations on assignment
- Timing is everything – when the obligation to disclose crystallises

**Cameron Graham, Partner, Barry & Nilsson (Brisbane)**

1:50 **Preventing lease breaches through proper disclosure**

- Mandatory provision of disclosure statements and when the obligation to disclose crystallises
- Landlord's obligations in lease negotiations and during term of lease
- Tenant's obligations on assignment

**Vanessa Flax, Senior Associate, Blake Dawson (Melbourne)**

2:30 **Achieving clarity in rent review provisions**

- Regulatory issues
- Review mechanisms and provisions
- Commercial issues

**Catherine Hallgath, Partner, Swaab Attorneys (Sydney)**

**Matthew Allen, Senior Associate, McMahon Clarke Legal (Brisbane)**

**Michael Redfern, Consultant, Russell Kennedy (Melbourne)**

3:10 **Afternoon tea**

## What your colleagues said about previous Commercial and Retail Leasing Conferences:

“Easy to follow and interesting”

“Handouts were excellent and informative”

“Very informative and good speakers”

3:30 **Resolving your client's issues with struggling tenants**

- Identifying potential default situations
- Considering options available to a landlord
- Managing the struggling tenant for the best commercial outcome

**Gary Ulman, Partner, MinterEllison Lawyers (Sydney)**

**Ken Petty, Partner, MinterEllison Lawyers (Brisbane)**

**Michelle Power, Partner, MinterEllison Lawyers (Melbourne)**

4:15 **Negotiating the impacts on the landlord/tenant relationship – assignment, subletting, mortgaging, renewing and terminating**

- Requisite notices
- Effective cessation of outgoing assignor liability
- Consents
- Subrogation of rights
- Auditing incoming lessee

**David Rohr, Legal Consultant, Mallesons Stephen Jaques (Sydney)**

**Scott Argles, Senior Associate, Deacons (Brisbane)**

**Dr Clyde Croft QC, Melbourne Bar (Melbourne)**

5:00 **Closing remarks from the chair**

5:10 **Close of conference**

## Future events:

### Commercial Litigation & ADR Conference

7-9 May 2008 Sydney

12-14 May 2008 Melbourne

14-16 May 2008 Brisbane

### 5th Annual Family Law Conference

16 June 2008 Sydney

17 June 2008 Brisbane

18 June 2008 Melbourne

### Indemnities, Good Faith and Termination for Convenience Workshop

16 June 2008 Melbourne

19 June 2008 Sydney

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# Priority registration form

## 4th Annual Retail & Commercial Leasing Conference

**17 June 2008** • Sir Stamford at Circular Quay  
93 Macquarie Street Sydney, NSW 2000  
Tel: (02) 9252 4600 • Fax: (02) 9252 4286

**18 June 2008** • Stamford Plaza Brisbane  
Cnr Edward & Margaret Streets Brisbane, QLD 4000  
Tel: (07) 3221 1999 • Fax: (07) 3221 6895

**19 June 2008** • The Langham Melbourne  
One Southgate Avenue, Southbank Melbourne  
VIC 3006  
Tel: (03) 8696-8888 • Fax: (03) 9690 5889

### Please complete sections A, B and C

Conference code: **PD5208 SYDNEY PD5308 BRISBANE PD5408 MELBOURNE** ABN: 70 001 002 357

#### A Delegate 1 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Organisation: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_  
Suburb Postcode State

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

#### Delegate 2 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

#### Delegate 3 details

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

#### Delegate 4 details (for additional delegates please photocopy form)

Mr/Ms/Dr: \_\_\_\_\_  
First name Last name

Position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email (required\*\*): \_\_\_\_\_

\*\* to send conference confirmation

4th Delegate FREE!

#### B Venue & date selection

- Venue:** Sydney • **Date:** 17 June 2008 • **Location:** Sir Stamford Circular Quay
- Venue:** Brisbane • **Date:** 18 June 2008 • **Location:** Sir Stamford
- Venue:** Melbourne • **Date:** 19 June 2008 • **Location:** The Langham

#### Event Pricing Sydney, Brisbane, Melbourne

##### Early Bird\* (expires 6 May 2008)

One Day Conference \$849.00 + GST = \$933.90

##### Standard Price

One Day Conference \$949.00 + GST = \$1043.90

#### C Payment details Payment is due upon registration

Enclosed is my cheque for: \$ \_\_\_\_\_ made payable to LexisNexis

Pay by credit card: Please charge \$ \_\_\_\_\_ to

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Signature: \_\_\_\_\_

Name of Approving Manager: \_\_\_\_\_

#### CONFERENCE RESOURCES

I am unable to attend but would like to purchase a set of conference papers for the 4th Annual Commercial & Retail Leasing conference Sydney, Brisbane or Melbourne \$270.00 + GST = \$297.00

#### TEAM DISCOUNTS

Register a team of 3 for the 4th Annual Commercial & Retail Leasing conference at the same time, from the same organisation and receive a free pass for the 4th delegate.

\* Early Bird, team discounts and any other discount cannot be taken concurrently

#### Please tick as many practice areas you work in which apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Banking & Finance            | <input type="checkbox"/> Family Law                               |
| <input type="checkbox"/> Commercial litigation & ADR  | <input type="checkbox"/> Insolvency & restructuring               |
| <input type="checkbox"/> Corporate and commercial law | <input type="checkbox"/> Insurance and risk                       |
| <input type="checkbox"/> Criminal Law                 | <input type="checkbox"/> Property                                 |
| <input type="checkbox"/> Energy and resources         | <input type="checkbox"/> Wills & Estates                          |
| <input type="checkbox"/> Environment and planning     | <input type="checkbox"/> Workplace relations, employment & safety |
|   | <input type="checkbox"/> Other: _____                             |

This will help us keep you informed about topics relevant to your business needs.

#### PROGRAM CHANGES

Details regarding this conference were confirmed and correct at the time of printing. LexisNexis reserves the right to cancel or amend the conference details at any time if required.

#### CANCELLATION

Your registration will be confirmed in writing when full payment is received. We will refund your registration in full less a \$165 administration fee if notification is received in writing by 20 May 2008. If we receive written notification between 21 May 2008 and 3 June 2008 you will receive a 50% refund and conference documents. No cancellation requests will be accepted after 3 June 2008. You may nominate a replacement, however no refund will be issued.

#### IMPORTANT PRIVACY NOTICE:

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Tick here if you DO NOT wish to receive information about upcoming events