

# LANDLORD'S WAIVER

**This deed** is made on the .....day of .....20.....

**BETWEEN** **GC Leasing Sydney Pty Ltd** (ABN 27 615 226 045) of, Level 3 4 Drake Avenue, Macquarie Park, NSW 2113 (**Financier**)

**AND** ..... **(Customer)**

**AND** ..... **(Landlord)**

## INTRODUCTION

- A.** The Landlord is the owner and registered proprietor of the property identified in the Schedule (“Property”)
- B.** The Customer occupies the Property and has entered into a lease agreement identified in the Schedule (“Lease Agreement”) with the Financier.
- C.** Pursuant to the Lease Agreement the Financier has agreed to supply the equipment identified in the Schedule (“Equipment”) at the Property subject to the Customer and the Landlord entering into this deed.

**IT IS AGREED**

## 1. LANDLORDS CONSENT

- 1.1 The Landlord consents to the installation, inspection, repair and use of the Equipment at the Property.
- 1.2 The Landlord acknowledges that it has no interest in the Equipment, nor shall it acquire any interest in the Equipment by virtue of its installation.
- 1.3 Even if the Equipment is wholly or partly affixed to the Property the Equipment shall as a matter of law be deemed not to have become affixed to the Property.
- 1.4 The Landlord agrees not to seize or deal with the Equipment in any way, even if the Customer breaches its lease or abandons the Property.

## 2. RECOVERY OF EQUIPMENT

- 2.1 If the Landlord enters into possession of the Property it will promptly notify the Financier.
- 2.2 The Financier may then enter onto the Property at any reasonable time to remove the Equipment.
- 2.3 The Financier shall have 14 days in which to enter the Property after the Landlord gives a notice under clause 21

### 3. FINANCIER'S OBLIGATIONS

- 3.1 If the Financier enters onto the Property and causes any damage it will make good that damage to the reasonable satisfaction of the Landlord.

#### 4. LANDLORD'S RISK

- 4.1 The Landlord shall be liable for any loss or damage to the Equipment caused by the negligence of the Landlord.

**5. LANDLORD'S OBLIGATIONS**

- 5.1 If the Landlord transfers or assigns its lease the Landlord shall procure that the transferee enters into a deed in similar terms to this deed.

**SCHEDULE**

1. **Property** .....
2. **Lease Agreement** Classic Lease Agreement dated .....
3. **Equipment** .....

**SIGNING PART**

**EXECUTED** by [the Landlord] )  
in accordance with )  
section 127 of the Corporations Law. )

.....  
Director / Secretary / Sole Director  
and Sole Company Secretary

.....  
Director

.....  
Name of Director / Company Secretary  
(BLOCK LETTERS)

.....  
Name of Director (BLOCK LETTERS)

**EXECUTED** by [the Customer] )  
in accordance with )  
section 127 of the Corporations Law. )

.....  
Director / Company Secretary / Sole Director  
and Sole Company Secretary

.....  
Director

.....  
Name of Director / Company Secretary  
(BLOCK LETTERS)

.....  
Name of Director (BLOCK LETTERS)

**SIGNED** on behalf )  
of the Financier by [Print name] )  
in the presence of )  
Signature

.....  
Signature of witness

.....  
Print name of witness