



7 August 2017

Mr Darrell Channing
Director
Adjudication Branch
Australian Competition & Consumer Commission
GPO Box 3131
Canberra ACT 2601

PO Box 1307
Milton Qld 4064
ABN 44 009 664 073
P 1800 RETAIL
F 07 3240 0130
www.nra.net.au

Dear Sir

RE: A91591 7 A91592 – Shopping Centre Council of Australia – submission

We are writing to support the application made on our behalf by the Shopping Centre Council of Australia on 25 July 2017 to reauthorise the Casual Mall Leasing Code that is due to expire on 31 December 2017. The NRA was a party to the first and the subsequent code that is seeking re-authorisation.

The original Code was first authorised in August 2007 and was the result of the South Australian government introducing into their Retail and Commercial Leases Act 1985 amendments to cover casual mall leasing. This action followed a growing number of disputes between landlord and tenants as to casual tenants taking up mall space and disrupting the business of the permanent tenants.

The disputes ranged from preventing access to the store, interrupting site lines and competing usages directly outside the permanent tenant. The tenant was usually committed to a five year lease with high rents and resented a casual tenant coming in at peak times and taking away business or interfering with access to the store.

Other state governments were reluctant to amend their legislation until such times there was a review. The SCCA and a number of retail organisations sought to have a harmonised process nationally to handle casual mall leasing and in particular a method of resolving any disputes. The Code also meant that state governments were not committed to further legislative changes in their various retail lease legislation, so reducing additional red tape.

Since the introduction of the Code the disputes have been reduced substantially largely due to the guidelines contained in the Code. The culture of casual mall leasing also changed significantly, especially with the major landlords that saw many of the old issues disappear. Over the years when a dispute did arise, it was resolved quickly and efficiently without any cost to the permanent tenants. The issues were handled very efficiently by the centre manager or a senior executive of the landlord before any issue turned into a dispute.

We are not aware of any issues arising in respect of the casual mall leasing code in the past three years. There has definitely been no dispute that has been referred to for mediation during the term of the current Code.



The Code also provided an opportunity to participate in using the mall sites for clearing excess stock in an orderly fashion for such events or to participate in a centre wide promotion for a special event

Other parties who have never been a party to the Code have sought to introduce other matters that are not relevant to the Code and are not reflected in the South Australian legislation. The Code sought to harmonise the South Australian legislation in other states and has worked well for all parties. We see no justifiable reason to introduce these non-relevant matters into the Code.

We look forward to following the process and should you require any additional information or clarification on any matter please do not hesitate to contact us,

Yours sincerely,

A handwritten signature in black ink, appearing to read "Dominique Lamb", written in a cursive style.

Dominique Lamb
CEO

