



# SURVEY

## Member feedback

Clause 27.5, no access in an emergency

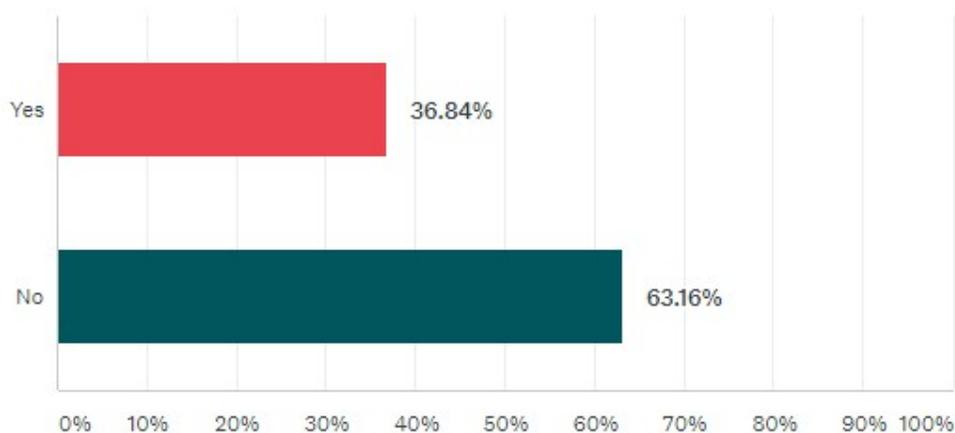
restaurant  
association  
of new zealand

8 JULY, 2020

### Q1. At Level 1, do you have any **rent relief** arrangements in place?

At Level 1, only 36.84% of respondents had any rent relief arrangements in place. This compared to:

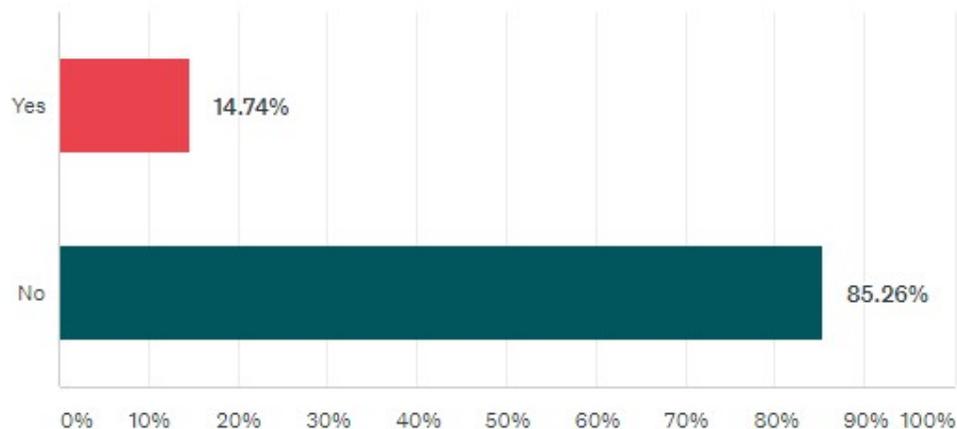
- Level 4 = 74.5% had rent relief
- Level 3 & 2 = 57%



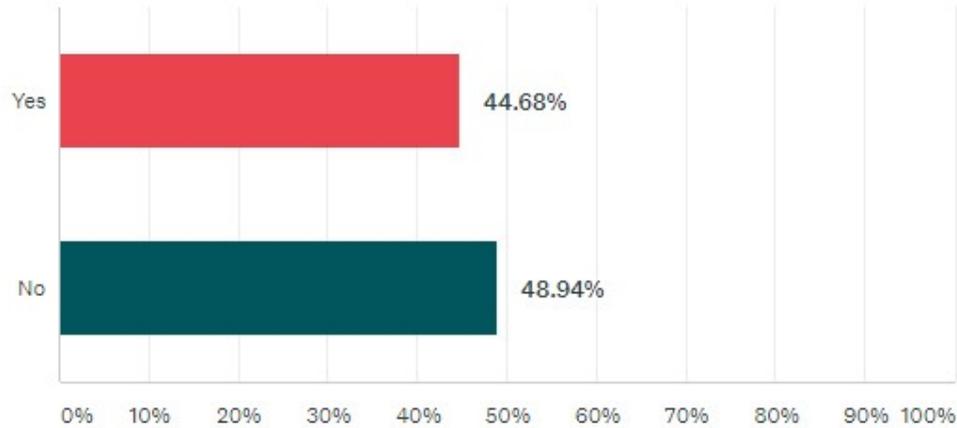
### Q2. At Level 1, do you have any **rent deferral** arrangements in place?

At Level 1, 15% of respondents had rent deferral arrangements in place. This compared to:

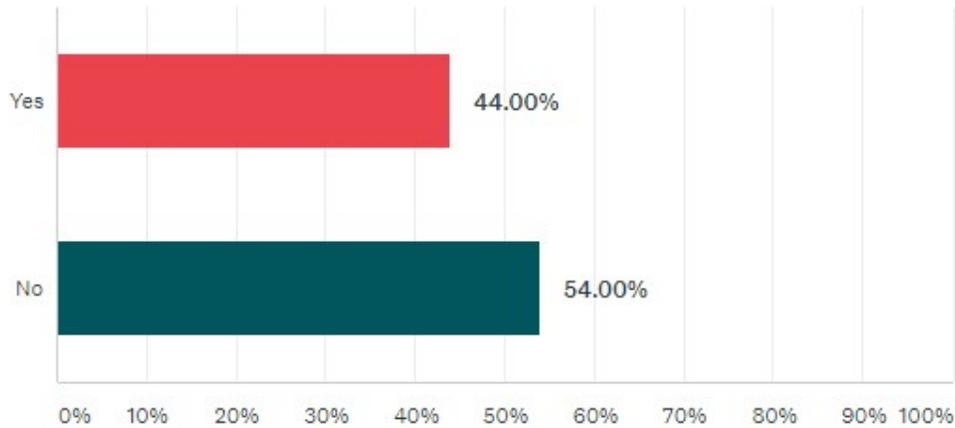
- Level 4 = 21.5% had rent deferral arrangements
- Level 3 & 2 = 13%



**Q3. Does your current lease agreement have Clause 27.5 (No access in an emergency)?**



**Q4. If you answered yes to question 5, did you have any problems relying on this clause to negotiate rent relief / deferral?**



**MEMBER COMMENTS ON NEGOTIATIONS:**

It's very vague and only really talks about what's "fair". I argued it wasn't fair for me to not have any income but my landlord to still have half theirs (they offered a 50% reduction).

Our landlord only offered us a deduction of 1/2 rent for one month, even though we were closed throughout level 4 and 3.

Did ask for greater relief but were turned down, despite zero income.

We tried to use this clause to negotiate a rent free period with our landlord but were not successful.

Didn't need to use it. Our request for the landlord to simply look into whatever they could possibly do for us resulted in more than we imagined. Three months rent free.

Landlord asked for full YTD financials and projections before granting rent relief of 50% of rent but charged full opex.

Landlord had never heard of the clause.

Our landlord proactively reduced rents by 75% until 1st July from 1 May.

How do you "negotiate" landlord says 30%, we say lets share the pain 50%. end of conversation, landlord wins

It's never been tested in law and the landlords argument was we had access and that was the end of it.

Landlord acknowledged but still wanted to charge us at least 80% of rent.

There appeared to be advice given to landlords to stall for as long as possible. We have four landlords, all of whom were stalling and ignoring our correspondence.

No relief for OPEX.

Long delays in agreement to honour the clause. Only given 2 weeks free rent during the entire COVID situation to date.