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Grocery Retail Sector Market Inquiry
Written submissions from SAPOA Members – 24 August 2016

1. **Comment generally on whether in your view there is a need for exclusivity clauses in lease agreements in the property industry. This should include any need from a landlord's perspective as well as any other relevant party's perspective.**

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2. **Provide suggestions on the following:**
 - 2.1 **How, from a practical viewpoint, current exclusive lease agreements could be phased out or adapted, if found to be anti-competitive.**

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- 2.2 **What limitations, if any should be imposed on new lease agreements regarding exclusivity which will deal with the requirement of the financiers, developers and anchor tenants, while still ensuring competition between tenants within the development. For example, provide details of suggested limitations, if any, on:**
 - 2.2.1 **Duration?**
 - 2.2.2 **Nature and terms of exclusivity?**
 - 2.2.3 **Parties to exclusivity agreements?**
 - 2.2.4 **Option clauses?**
 - 2.2.5 **Other?**

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Member	General comments	Duration	Nature and terms of exclusivity	Parties to exclusivity agreements	Option clauses
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3. Please explain the role of financiers in these exclusivity agreements. What, in your experience, do financiers require for a project in order to attract and secure financing?

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4. Describe from your experience the extent to which exclusive lease agreements have:

- 4.1 Excluded small businesses and large competitors or potential competitors.

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- 4.2 Benefited or harmed consumers and led to increased or decreased efficiencies.

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- 4.3 Contributed to the high-level of concentration in the market.

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