

# GENERIC COMMERCIAL PREMISES LEASE AGREEMENT

The herein after mentioned Lessor and Lessee hereby enter into an agreement of Lease of Business Premises on the terms and conditions set out in the Schedule and in the Annexure hereunder.

## SCHEDULE

**1. NAME AND ADDRESS OF LESSOR**

..... (Business Name)

Herein represented by \_\_\_\_\_, he/she being duly authorized thereto.

..... (Business Address)

..... (Business Contact Numbers)

**2. NAME AND ADDRESS OF LESSEE**

**THE ELECTORAL COMMISSION**

Herein represented by **Mosotho Simon Moepya**, he being duly authorized thereto.

**Riverside Office Park  
1303 Heuwel Avenue  
Centurion  
0157  
TEL: 012 622 5700**

**3. DIRECTORS, PARTNERS OR MEMBERS OF LESSOR**

..... (State names of directors, partners and/or members)

**4. DESCRIPTION OF PREMISES**

- (a) Name of Building: .....
- (b) Stand Number: .....
- (c) Street Address: .....
- (d) Shop/Office/Factory Number: .....
- (e) Size: ..... m<sup>2</sup>
- (f) Ratio: .....%
- (g) Cost per m<sup>2</sup> .....

**5. COMMENCEMENT DATE**

..... (State Date)

**6. DURATION OF LEASE**

- a) Five (5) years
- b) Renewal Period(s)

To be negotiated with the Lessor at the time of the renewal.

**7. RENTAL**

**(a) Initial Period**

**Commencement date:**

<b>PERIOD (ONE)</b>	<b>RENTAL AMOUNT (VAT INCLUSIVE)</b>
1 JUNE 2015 TO 31 MAY 2016	EXAMPLE: R4000-00
<b>PERIOD (TWO)</b>	<b>RENTAL AMOUNT (VAT INCLUSIVE)</b>
1 JUNE 2016 TO 31 MAY 2017	EXAMPLE: R4320-00
<b>PERIOD (THREE)</b>	<b>RENTAL AMOUNT (VAT INCLUSIVE)</b>
1 JUNE 2017 TO 31 MAY 2018	EXAMPLE: R4665-60

**PAYABLE FREE OF BANK DUTIES OR CHARGES. THE LESSEE IS RESPONSIBLE FOR BANK CHARGES OF WHATSOEVER NATURE.**

**MUNICIPAL SERVICE FEES** amounting to ..... **(State Monthly Amount and whether VAT Inclusive/Exclusive)** will be charged in addition to your monthly rental as per clause 8.5.2 and 8.5.3 of the annexure and will escalate per the increase from the ..... **[State Municipality Name]** City Council.

Electricity and water shall be charged separately.

**(b) Renewal Period(s)**

To be negotiated with the Lessor at the time of the renewal.

**(c) Escalation Rate**

The rental payable shall escalate annually at a rate of **eight (8)** per cent with the first escalation to be added one year later than the date of occupation.

**8. NATURE OF BUSINESS**

Administration office for the Electoral Commission.

**9. NUMBER OF PARKING BAYS AND RENTAL**

..... (State number of parking bays)

**10. NAME AND ADDRESS OF LESSOR/AGENT AND PLACE WHERE RENT TO BE PAID**

..... (Business Name)  
..... (Business Address - Physical)  
..... (Business Address - Postal)

**BANKING DETAILS:** ..... (Name of Bank)

**NAME OF ACCOUNT HOLDER:** .....  
**ACCOUNT NUMBER:** .....  
**BRANCH NUMBER:** .....

**11. DEPOSIT PAYABLE ON SIGNATURE**

..... (Deposit Amount)

This amount may be adjusted from time to time as rentals escalate and shall not be less than the average monthly payments made by the Lessee in terms of this lease agreement.

**12. NAME(S) AND ADDRESS(S) OF SURETY/IES:**

..... (State information if applicable)

**SIGNED by the LESSOR at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.**

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
..... (Business Name)  
Herein represented by .....  
he/she being duly authorized thereto.

2. \_\_\_\_\_

**SIGNED by the LESSEE at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.**

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**THE ELECTORAL COMMISSION**  
Herein represented by  
**MOSOTHO SIMON MOEPYA**  
he being duly authorized thereto.

2. \_\_\_\_\_

**SIGNED by the AGENT at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.**

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
..... (Name of Agent)

2. \_\_\_\_\_

in acceptance of the benefits of the contract (stipulatio alteri) reflected in clauses **5.3**

**ANNEXURE**  
**(Private/Commercial Lease)**

This is the Annexure referred to in the Lease of Business Premises and Schedule ("the Schedule") above.

**1. DEFINITIONS**

In this Agreement, unless the contents otherwise indicates -

- 1.1 The Commencement Date - The date set out in item 5 of the Schedule.
- 1.2 The Premises - The premises described in item 4 of the Schedule.
- 1.3 The Agent - The agent described in item 10 of the Schedule.
- 1.4 The Ratio:  
  
The proportion which the area of the Premises bears to the total leasable area of the building in which the premises are situated.
- 1.5 Words signifying the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.
- 1.6 Words and phrases defined or used in the Schedule shall have the same meaning in this Annexure and vice versa.

**2. AGREEMENT OF LEASE**

The Lessor hereby lets to the Lessee who hereby hires the premises from the Lessor on the terms and conditions herein contained.

**3. COMMENCEMENT AND DURATION**

- 3.1 This Lease shall commence on the Commencement Date and shall endure for the period set out in item 6(a) of the Schedule ("the Initial Period") subject to the Right of Renewal, if any, set out in item 4.
- 3.2 Should the Lessor for any reason whatsoever be unable to give the Lessee occupation of the Premises on the Commencement Date, the Lessee shall nevertheless be bound and hereby undertakes to accept occupation of the Premises on such later date not being more than ninety days of the Commencement Date when the Premises will be available for occupation and the Lessee shall have no claim for damages or otherwise whatsoever against the Lessor or the Agent by reason of the delay in obtaining occupation provided that in the event of the Premises not being so ready on the expiry of the said ninety day period, the Lessee will be entitled to resile from this Agreement of Lease which shall then be of no further force or effect. Neither party shall have any claim against the other as a result of the failure of the Lessor to give the Lessee occupation of the Premises.

**4. RIGHT OF RENEWAL**

- 4.1 The Lessee shall, if applicable, as indicated in item 6(b) of the Schedule, and provided the Lessee is not in breach of any of the terms of this Lease at the time, be entitled to renew this Lease for the Period set out in item 6(b) of the Schedule ("the Renewal Period") on the same terms and conditions as herein contained, save that the rental for the Renewal Period shall be as set out in item 7(b) of the Schedule and that there shall be no further right of renewal.
- 4.2 In order to be effective, unequivocal written notice exercising the right renewal must be received by the Lessor or his Agent not less than **three calendar months prior** to the expiry of the Initial Period, failing which such right of renewal shall ipso facto lapse and be of no further force or effect.

## **5. RENTAL**

- 5.1 The monthly Rental payable by the Lessee to the Lessor during the Initial Period shall be the sum set out in item 7(a) of the Schedule.
- 5.2 The monthly Rental payable by the Lessee to the Lessor during the renewal period, if applicable, shall be the sum set out in item 7(b) of the Schedule.
- 5.3 All rentals payable by the Lessee in terms hereof shall be paid monthly in advance without any deduction or demand and free of exchange on the first day of each and every month to the Agent as agents for the Lessor at the address set out in item 10 of the Schedule or at such other place or to such other person as the Lessor or the Agent may notify the Lessee in writing from time to time.
- 5.4 Each payment made by the Lessee shall, notwithstanding any allocation by the Lessee of such payment, be appropriated by the Lessor firstly to all charges and expenses then owing by the Lessee other than Rental and the balance, if any, of such payment shall be appropriated to Rental due.
- 5.5 Notwithstanding the foregoing provisions, should at any time after the Commencement Date one or more of the following occur -
  - 5.5.1 the municipal rates and taxes, trade and domestic effluent charges, sanitary fees and refuse removal fees or any other fees or charges payable by the Lessor in respect of the land or building to the local or any other authority (excluding such charges as are paid directly by the tenant) be increased; or
  - 5.5.2 the average monthly costs reasonably incurred by the Lessor in the cleaning, maintenance and security of the building (including the costs of labour) be increased; or
  - 5.5.3 the premiums payable by the Lessor in respect of any insurance policy in force in respect of the building be increased; or
  - 5.5.4 should a levy or impost not in force at the Commencement Date be imposed by the State, Provincial or any other authority upon the Lessor at any time thereafter by virtue of its ownership of the land or the building; or
  - 5.5.5 the maintenance of costs of lifts and/or air-conditioning (whether contractual, statutory or otherwise) be increased; or
  - 5.5.6 the interest rates on the Lessor's mortgage bond be increased;

THEN the Lessee will be obliged to pay that proportion of any such increase (the extent of any such increase, and the reasonableness or otherwise of any such costs, to be determined in the event of any dispute by the Lessor's auditors) equal to the Ratio (see item 1.4 hereof), within seven days of receipt of such notification.

## **6. USE OF THE PREMISES (IF APPLICABLE)**

The Lessee shall -

- 6.1 use the Premises only for the purpose of conducting therein the business or activity specified in item 8 of the Schedule and for no other purpose whatsoever.
- 6.2 keep the Premises open for the proper and normal conduct of the Lessee's business -
  - 6.2.1 on all permissible business days; and
  - 6.2.2 during normal business hours on those business days.
- 6.3 carry on its business continually in terms of 6.2 subject only to the Lessee's right to suspend business operations during special occasions when to do so is reasonably appropriate or necessitated by general conditions.
- 6.4 at all times during this Lease keep the Premises properly and adequately stocked with reasonable merchandise and adequately staffed with suitable personnel and shall not dispose of or remove from the Premises any fixtures or fittings, stock-in-trade or merchandise other than in the ordinary course of business.
- 6.5 keep illuminated his display windows and signs, if any, during all normal trading hours and for such period at night as the Lessor may from time to time direct.

6.6 keep the windows, if the Premises are shop premises; suitable dressed in accordance with the type and class of business for which the Premises are leased.

## **7. SUB-LETTING AND CESSION**

7.1 The Lessee shall not on any terms whatsoever without the Lessor's prior written consent -

7.1.1 cede, assign, mortgage, pledge or in any manner deal or purport to deal with any of his rights of obligations under this Lease; or

7.1.2 sub-let the Premises or any portion thereof; or

7.1.3 place anyone else, whether as licensee, agent, occupier, custodian, or otherwise, in occupation or any part thereof.

## **8. GENERAL DUTIES OF LESSEE**

The Lessee shall -

8.1 simultaneously with the signature of this Lease by the Lessee pay to the Agent the sum set out in item 11 of the Schedule which shall be retained during the currency of this Lease as a deposit and as a guarantee against payment by the Lessee in due course of all amounts which may become due by the Lessee in terms of this Lease and which may at any time be applied by the Lessor towards the payment of any amount whatsoever which may become owing to or claimable by the Lessor from the Lessee, whether as damages for repairs and renovation to the Premises or otherwise howsoever.

8.2 not contravene or permit the contravention of any law, by-law or statutory regulation in terms of any license or consent relating to or affecting the Premises, the occupation thereof or the conduct of the Lessee's business therein.

8.3 not contravene any of the terms of the title deed under which the Lessor holds the title to the Premises or any law, by-law or statutory regulation, which the Lessor is required to observe by reason of its ownership of the land or the building.

8.4 not be entitled to withhold or delay payment of any monies by the Lessee to the Lessor in terms of this lease by reason of the Premises or any part thereof or any services therein being in a defective condition or in a state of disrepair or for any other reason whatsoever.

8.5 Pay for -

8.5.1 all fluorescent bulbs, starters, globes and other light fittings used in the Premises;

8.5.2 all electricity, gas and water used by the Lessee in or on the Premises as recorded by means of separate meters, together with the meter reading charges, OR, in the absence of such separate meters, the Ratio (see item 1.4 hereof) of the total charge for electricity, gas and water used in the building, in respect of the electricity, gas and water used by the Lessee in or on the Premises;

8.5.3 all sewerage, sanitary services, refuse removal services and special refuse removal services in respect of or attributable to the Premises or the business conducted by the Lessee therein.

8.6 not hold or permit the holding of sales by public auction in or on the Premises unless such sales are expressly permitted in item 8 of the Schedule.

8.7 be deemed to have accepted the Premises as being complete and without any defect therein and shall not after the Commencement Date be entitled to hold the Lessor responsible for any alleged defect in existence at the Commencement Date unless such alleged defect shall have been notified in writing within fourteen days after the Commencement Date to the Lessor.

8.8 have no claim of any nature whatsoever against the Lessor or Agent -

8.8.1 for any interruption in the supply of water, electricity, heating, gas, lifts or any other service.

- 8.8.2 for any accident, injury or damage caused to the Lessee, his servants, employees, directors or invitees caused by entering or in any portion of the Premises or the building whether due to the negligence of the Lessor, his servants or agents or any other cause whatsoever. The Lessee, his servants and agents will, however, undertake to discharge their duties and/or obligations with the necessary due care and diligence.
- 8.8.3 in respect of any damage caused to the Lessee's furniture, stock-in-trade, equipment, installations, books, papers or other articles kept in the Premises.
- 8.8.4 in respect of any damage or loss caused to or sustained by the Lessee in the Premises as a result of water seepage or leakage wherever and howsoever occurring in the building or by rain, hail, lightening or fires as a result of vis major, casus fortuitous, or as a result of the Lessor deciding for any reason whatsoever to change the name of the building or by reason of any act or neglect whatsoever on the part of the Lessor, his employees or servants or by reason of the Premises or any part thereof being in a defective condition or in a state of disrepair or any particular repair not being effected by the Lessor or for any other cause whatsoever.
- 8.8.5 by reason of any particular repair for which the Lessor is liable in terms of this Lease not being effected by the Lessor unless the Lessee shall first have advised the Lessor in writing of any such defect and same shall not have been effected by the Lessor within a reasonable time after receipt thereof, in which event the Lessee may effect the necessary repair and recover the reasonable cost thereof.
- 8.8.6 The Lessee hereby undertakes to care for and maintain the whole of the premises in like good order and condition during the currency of this Lease and at the termination thereof, to return and redeliver the same to Lessor in like good order and condition, fair wear and tear excepted, and to make good and repair at the Lessee's cost, any damage or breakages, or in the alternative, to reimburse the Lessor for the cost of replacing, repairing, or making good of the same. At the termination of the lease the walls must be repainted with a white universal undercoat paint, unless otherwise agreed to by the Lessor.
- 8.9 not be entitled to affix, erect, place or cause to be affixed, erected or placed in or near the Premises, any signboards, signs or neon signs or to paint signs on any of the windows or doors of the Premises or the building without the Lessor's prior written consent which shall not be unreasonably withheld and only on the conditions reasonably imposed by the Lessor in giving such consent provided that -
- 8.9.1 all costs and expenses required for the erection and installation thereof shall be paid by the Lessee who shall ensure that no damage is done to the building in the process of such erection;
- 8.10 be entitled from time to time to erect in the Premises such fixtures and fittings as may be required or necessary for that carrying on of the Lessee's business therein provided that -
- 8.10.1 such fixtures shall be in keeping with the general finish of the building;
- 8.10.2 all such fixtures and fittings shall be removed by the Lessee upon the expiration or earlier termination of this Lease;
- 8.10.3 any damage caused to the Premises as a result of such removal shall be made good by the Lessee at his expense.
- 8.11 not save insofar as may be reasonable necessary for the proper conduct of the Lessee's business, drive or permit to be driven into the floors, walls or ceiling of the Premises any nails, plugs or screws nor in any manner whatsoever do, or permit anything to be done that may or may be calculated to damage the walls, floors, ceilings or any part of the Premises or the building.
- 8.12 not change or interfere in any way with the electrical, plumbing, or sewerage installations in the Premises at the Commencement Date without the Lessor's prior written consent.
- 8.13 keep and maintain at his cost the interior of the Premises and all electrical, drainage, sanitary and other equipment, fittings and works therein and all shopfronts, plateglass and windows in good order and condition, fair wear and tear alone excepted.
- 8.14 use his best endeavours to prevent any blockage or obstruction of any sewerage or water pipes or drains in or used in connection with the premises and remove at his cost any such blockage or obstruction which occurs in the Premises.

- 8.15 not be entitled to install any air-conditioning units or apparatus in the Premises without the Lessor's prior written consent and then only on such conditions as the Lessor in his sole discretion may impose in granting such consent, if any.
- 8.16 not keep or do or permit to be kept or done in the Premises anything which in terms of the conditions of any insurance policy held from time to time by the Lessor in respect of the Premises or the building may not be kept or done therein or which will or may increase the rate of premium payable in respect of any such insurance policy provided that -
- 8.17 not do or permit anything to be done which renders or may render void or voidable any insurance policy held from time to time by the Lessor in respect of the Premises or the building or part thereof.
- 8.18 not make -
- 8.18.1 any alteration or additions of any nature whatsoever to the exterior or;
- 8.18.2 any structural alterations or additions to the interior of the Premises without the Lessor's prior written consent.
- 8.19 not make any non-structural alterations or additions to the interior of the Premises without the Lessor's prior written consent, which will not be unreasonably withheld, provided that if such consent is given, upon the expiration or earlier termination of this Lease -
- 8.19.1 if the Lessee is requested by the Lessor in writing, the Lessee shall at his cost remove that alteration or addition and reinstate the Premises or the part thereof in question to its same condition, fair wear and tear excepted as existed prior to the carrying out of that alteration or addition;
- 8.19.2 if the Lessor does not exercise its right in terms of (8.19.1) that addition or alteration shall not be removed by the Lessee but shall become the Lessor's property and no compensation thereof shall be payable by the Lessor.
- 8.20 not store or leave or permit the storage or leaving of any goods on the pavement, outside or in the entrance hall, passages, lifts or on the landings of the building.
- 8.21 not do or permit any matter or thing in the conduct of his business which may cause a disturbance, nuisance or annoyance to the Lessor or any other tenants or occupiers of the building.
- 8.22 conduct his business in strict accordance with all municipal by-laws, regulations or statutes.
- 8.23 keep the Premises in a clean and sanitary condition and not permit the accumulation of any objectionable matter in or about the premises or cause any noxious odours to emanate from the Premises.
- 8.24 not bring into or place any safe or other heavy article in the Premises or the building without the Lessor's prior written consent, which shall not be unreasonably withheld and provided that the Lessee shall at his expense make good any damage to the Premises or to the building brought about by the bringing of that safe or other heavy article or the removal of same there from.
- 8.25 in the event of the Premises being damaged by reason of burglary or forcible entry be obliged to forthwith make good such damage done to the Premises.
- 8.26 provide his own cleaning services in respect of the Premises to the reasonable satisfaction of the Lessor.
- 8.27 in the conduct of his business at all times avoid and prevent the creation of any excessive smells or obnoxious odours or any nuisance, act or deed which will tend to disturb the peaceful enjoyment and occupation of the remaining tenants in the building. The Lessee shall notwithstanding the provisions of (13.1), remedy any such matter within twenty-four hours after oral or written demand is made by the Lessor through the Agent or any other duly authorised person.
- 8.28 not be entitled to the exclusive use for himself, his servant, employees or nominees at any time of the yard, lavatories and other conveniences contained in the building or on the land, but the Lessee shall have the right of reasonable joint use of the same having regard to the rights of other lessees in this respect and the Lessee undertakes that his employees will use such areas in accordance with any laws, by-laws or regulations applicable thereto from time to time.
- 8.28 ensure that goods requiring to be packed or unpacked as the case may be, shall be packed or unpacked only inside the premises.



8.29 provide fire-fighting equipment inside the premises. The Lessee is obliged to provide adequate fire-fighting equipment, relative to the nature of their business, office equipment furniture and fittings, stock holding and office layout. Such equipment must be serviced regularly in terms of the specifications of the local authority, and shall provide a compliance certificate if required to do so.

## **9. SURETYSHIP – NOT APPLICABLE.**

9.1 This Lease in its entirety is subject to the condition precedent that if persons named in item 12 of the Schedule, if any, bind themselves to the Lessor as sureties and co-principle debtors for the Lessee in terms of a Deed of Suretyship, a draft of which is printed at the end hereof.

9.2 Should the condition precedent set out in 9.1, if applicable, not be fulfilled within fourteen days of the date of signature hereof by the Lessor, the Lessor shall be entitled in its discretion in writing either to declare this Lease unconditional and to waive compliance with the said condition or alternatively in addition and without prejudice to all other rights available to the Lessor in law to treat such failure as a breach of this Lease, it being recorded that the said condition precedent is inserted as a condition in favour only of the Lessor.

## **10. DAMAGE OR DESTRUCTION OF PREMISES**

10.1 Should the Premises be destroyed or damaged to an extent which prevents the Lessee from having an uninterrupted and/or beneficial occupation of the Premises then -

10.1.1 the Lessee shall have no claim of any nature whatsoever against the Lessor as a result thereof;

10.1.2 the Parties shall be entitled to determine as soon as is reasonably possible after such destruction or damage whether or not this Lease shall be cancelled.

10.2 Should the Lessor elect or be deemed to have elected to cancel this Lease the Lessee shall have no claim of any nature whatsoever as a result of such cancellation.

10.3 Should the Lessor elect not to cancel this Lease, then -

10.3.1 the Lessor shall at its cost reinstate the Premises as quickly as possible in the circumstances and as nearly as is possible to their previous condition;

10.3.2 the Lessee shall not be liable for any rent for so long as he is deprived of beneficial occupation of the Premises;

10.3.3 should the Lessee be given beneficial occupation from time to time of any part of the Premises he shall make payment of the rental thereof on a pro rata basis;

## **11. LIMITED DAMAGE OR DESTRUCTION OF PREMISES**

Should any part of the Premises, be destroyed or damaged by any cause whatsoever, then -

11.1 this Lease shall not be cancelled;

11.2 the Rental payable by the Lessee shall be reduced pro rata to the extent to which he is deprived of beneficial occupation of that part of the Premises;

11.3 the Lessor shall at its cost repair the damage to the destroyed portion of the Premises as quickly as is possible in the circumstances and as nearly as is possible to the previous condition;

11.4 the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of the said destruction or damage from whatsoever cause arising.

## **12. LESSOR'S RIGHTS AND OBLIGATIONS**

THE LESSOR SHALL:

12.1 be entitled at any time for the purpose of repairing, improving, altering or adding to the building or land

12.1.1 to erect at, near or in front of any part of the Premises

- 12.1.1.1 the building equipment required for the carrying out of that work; and
- 12.1.1.2 such other equipment or devices as may be required by law or which the Lessor's architect considers reasonably necessary for the protection of any person or property against injury arising out of that work.
- 12.1.2 to such right of access to the Premises as is reasonably necessary for the carrying out of that work.
- 12.2 in exercising its rights in terms of 12.1 -
  - 12.2.1 Not unnecessarily or unreasonably interfere with the carrying on of the Lessee's business in the Premises or access thereto and the execution of that work;
  - 12.2.2 carry out such work as quickly as possible in the circumstances;
  - 12.2.3 not be responsible for any loss or damage to person or property arising out of that work;
  - 12.2.4 not be liable to the Lessee for or in respect of loss of beneficial occupation, loss of profits or otherwise arising out of the execution of that work.
- 12.3 be entitled to carry out any repairs, additions or alterations to the Premises which the Lessor may be required from time to time to carry out by any competent authority and if same shall have been necessitated by any act or default on the part of the Lessee or by virtue of the nature of the Lessee's business to recover the cost thereof from the Lessee.
- 12.4 not be deemed to have warranted or represented to the Lessee that the Premises are fit for the purpose for which they will be occupied by the Lessee or that the Lessee will obtain any licenses, permits or authorities required for the carrying on therein of the Lessee's business or that any license, permits or authority will be renewed from time to time.
- 12.5 be entitled to affix to and show on the windows of the Premises or elsewhere thereon "to let" notices during the period of six months immediately preceding the expiration of this Lease.
- 12.6 be entitled at any time during the currency of this Lease and at its sole discretion to change the name of the building.
- 12.7 be entitled to inspect the premises at all reasonable times either in person or through any authorised agent or representative.
- 12.8 be entitled to exhibit on behalf of subsequent lessee of the Premises any notices required in connection with any application for a license to carry on a business in the Premises during the period of two months preceding the expiration of this Lease.
- 12.9 be under an obligation to make any and/or all repairs, maintenance or alterations of any nature to the Premises, required by any health official, factory inspector or official, fire inspector or any other official.
- 12.10 not be obliged to provide any air-conditioning, security or cleaning services in the Premises or the building or any yard attached to the building or in respect of any toilets or communal facilities in or appertaining to the Premises, building or yard.
- 12.11 keep and maintain the exterior excluding plate glass, windows, window panes, floors and ceilings of the Premises in good order and condition, fair wear and tear excepted.
- 12.12 the Lessee shall be responsible for and hereby undertakes to pay the Lessor all expenses, costs and charges which the Lessor may incur arising out of the default of the Lessee, collection commission at the ruling rate and all legal costs as determined by a Court of Law.

### **13. BREACH OF LEASE**

Should the Lessee -

- 13.1 fail to pay any amount due by the Lessee in terms of this Lease by the 7<sup>th</sup> day of each month thereof or commit any other breach of any term of this Lease then the Lessor shall have the right to take possession of the premises and evict the tenant without notice.

13.2 permit or allow or have a default or consent judgement entered against him and fail to satisfy or note an appeal against same within seven days of same coming to his notice then and in any of such events the Lessor shall be entitled, without prejudice and in addition, to all other rights available to the Lessor in law as a result of such event to forthwith cancel this Lease.

#### **14. CANCELLATION**

14.1 Should the Lessor cancel this Lease and the Lessee dispute the Lessor's right to do so and remain in occupation of the premises then the Lessee shall, pending the determination of the dispute, continue to pay all amounts due by him in terms of this Lease on the due dates thereof and the Lessor shall be entitled to recover, sue for and accept those payments without prejudice to and without in any manner whatsoever affecting the Lessor's claim to cancellation of this Lease or of any other nature whatsoever.

14.2 Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor the payments made to the Lessor in terms of 14.1 shall be regarded as amounts paid by the Lessee on account of the loss sustained by the Lessor as a result of the holding over by the Lessee of the Premises.

14.3 Notwithstanding the provisions of clause 13 and 14, either party can terminate this agreement by giving the other three (3) months written notice of their intention to terminate the said agreement.

#### **15. OFFER TO CONTRACT**

Signature of this Lease by the Lessee shall be deemed to constitute an offer by the Lessee to enter into a Lease with the Lessor on the terms and conditions herein contained, which offer shall be irrevocable and open for acceptance by the Lessor within a period of fourteen days after signature hereof by the Lessee. Until signature of the Lease by the Lessor, the Lessee shall not be entitled to claim or allege the existence of any Lease arising out of any negotiations or alleged oral agreement and, notwithstanding that the Lessee may have taken occupation of the Premises, the Lessee shall have no claim whether for damages or otherwise against the Lessor by any reason of any prior negotiations, agreements or otherwise howsoever and will obliged and hereby undertakes to immediately vacate the Premises in the event of the Lessor not signing this Lease agreement within the period specified or at all.

#### **16. PARKING**

16.1 If applicable as indicated in item 9 of the Schedule the Lessor hereby lets to the Lessee who hires the parking bays specified in item 9 of the Schedule at the monthly Rental set out in item 9 of the Schedule.

16.2 The situation of the parking bays allocated to the Lessee will lie solely in the discretion of the Lessor or the Agent and may be changed from time to time.

16.3 The Lessee shall at all times keep the parking bays specified in item 9 of the Schedule in a clean and tidy condition and shall use the same only for the purpose of parking a motor car or motor vehicle therein.

#### **17. GENERAL**

17.1 **The Lessee hereby chooses domicilium citandi executandi for all purposes at the Premises and all notices required to be addressed to the Lessee in terms of this Lease shall be sent by prepaid registered post or delivered by hand to the Premises. The Lessee shall be entitled to change his domicilium by written notice to the Lessor which change shall only take effect on receipt of such notice by the Lessor.**

17.2 The Lessor hereby chooses domicilium citandi executandi for all purposes at the address referred to within item 1 of the Schedule of the Lease and all notices required to be addressed to the Lessor in terms of this Lease shall be sent by prepaid registered post or delivered by hand to address. The Lessor shall be entitled to change his domicilium by written notice to the Lessee and shall be sent by prepaid registered post or delivered by hand to the Premises which change shall only take effect seven (7) days from date of dispatch.

17.3 This Lease constitutes the entire agreement between the parties and no representations, warranties or undertakings not contained or recorded herein shall be of any force or effect. No alteration or variation of the terms of this Lease or any alleged cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by the Lessor and the Lessee or any person duly authorised thereto in writing by them.

17.4 No relaxation which the Lessor may show at any time whatsoever in regard to the carrying out of the Lessee's obligations in terms of this Lease shall prejudice any of the Lessor's rights under this Lease in any manner whatsoever or be regarded as a waiver of any of the Lessor's rights in terms of this Lease.

- 17.5 The Lessee hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceeding which may be brought against him by the Lessor under or in connection with this Lease. Notwithstanding the foregoing the Lessor shall be entitled to bring proceedings in the High Court where such proceedings would, but for the foregoing consent, fall outside the jurisdiction of the Magistrate's Court.
- 17.6 Any reference in this Lease to the Lessee shall include the Lessee's agents, directors, members, partners, employees, servant, customers, clients, licensees, contractors, invitees, visitors and guests for all of whom the Lessee accepts responsibility.
- 17.7 The Lessee hereby acknowledges the Agent to be the duly authorised agent of the Lessor and that he may exercise all the Lessor's legal rights and claims in terms of this Lease until such time as the Lessor may notify the Lessee to the contrary in writing.