



SECTION 4

AGREEMENT OF LEASE

(COMMERCIAL PREMISES)
(Company / Close Corporation / Trust)
(KwaZulu-Natal Province)

entered into by and between

.....
Registration No:

Herein represented by, in his capacity as

....., duly authorised thereto

(Hereinafter referred to as the "LESSEE")

and

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

Herein represented by, in his capacity as

....., duly authorised to do so on behalf of SANRAL

(A company duly incorporated in terms of South African company laws with Registration No:

1998/009584/30)

(Hereinafter referred to as the "LESSOR")

(Hereinafter collectively referred to as "the Parties")

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PART A

1 The PREMISES (as defined below) are let to the LESSEE (as defined below) by the LESSOR (as defined below) who agrees to let the PREMISES to the LESSEE in accordance with the terms and conditions contained herein and any annexures hereto, subject to part C, clause 29 below.

1.1 THE LESSOR:

1.1.1 THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED (Registration Number 1998/009584/30) duly represented herein by _____ of _____ in his capacity as _____ of SANRAL.

1.1.2 POSTAL ADDRESS (including postal code):
**PRIVATE BAG X928
PRETORIA
0001**

1.1.3 REGISTERED PHYSICAL ADDRESS:
**48 TAMBOTIE AVENUE
VAL DE GRACE
PRETORIA
GAUTENG
0001**

1.1.4 VAT REGISTRATION NO: **4220186250**

1.1.5 TELEPHONE NUMBER: **031 940 1206**

1.2 THE LESSEE:

1.2.1 FULL NAME OF COMPANY/CLOSE CORPORATION/TRUST:

1.2.2 REGISTRATION NO: _____

1.2.3 TRADING NAME: _____

1.2.4 DULY REPRESENTED BY: (Full names of Lessee's representative as per the attached resolution marked as Annexure "B")

1.2.5 IN HIS/HER CAPACITY AS: _____

1.2.6 POSTAL ADDRESS (including postal code):

1.2.7 REGISTERED PHYSICAL ADDRESS (relevant to Part A, clause 1.6.2):

1.2.8 VAT REGISTRATION NO: _____

1.2.9 TELEPHONE NUMBER: _____

1.3 **THE PREMISES:**

1.3.1 ERF NUMBER / PORTION NO / PROVINCE / REGISTRATION DIVISION (Full details):
ERF 3045 PIETERMARITZBURG – FT

1.3.2 STREET NUMBER AND NAME: **101 NEW ENGLAND ROAD PIETERMARITZBURG**

1.3.3 TOWN (MAGISTERIAL DISTRICT): **PIETERMARITZBURG**

1.3.4 PROPERTY REFERENCE:

1.3.5 UNIT REFERENCE (RDS NO): **RDS07651**

1.4 **PREMISES MEASURING APPROXIMATELY:** (Indicate square meters or hectares)

1,3760 HA (13760m²) with improvements as listed in clause 1.5 below.

1.5 **USE OF PREMISES & OCCUPIERS** (Subject to part C, clause 29):

1.5.1 The PREMISES are used as a petrol filling service station (previously operated as Engen Hayfields) with ancillary services. The property may also be used for EV Charging Facilities and other related Rest Service Facilities as permitted by the municipal land use scheme upon a written agreement with Lessor based on new terms and conditions.

1.5.2 The premises consist of a filling station forecourt, an administrative office, ablutions and five (5) lettable ancillary units. See **Annexure E** for Site Layout.

1.6 **DOMICILIUM CITANDI ET EXECUTANDI:**

1.6.1 The LESSOR:

SANRAL

Physical address: **48 Tambotie Avenue
Val de Grace**



Pretoria, 0184

Postal address: **P.O. BOX 415
PRETORIA, 0001**

Telephone number: **012 844 8000**

1.6.2 The LESSEE:

Physical address: PREMISES as recorded above in clauses 1.3.1 to 1.3.3 (in the event that the PREMISES as referred to in clause 1.3.1 to 1.3.3 are vacant, then in such event the address as stipulated in clause 1.2.6 hereof shall be considered to be the *domicilium citandi et executandi*); and

Postal address: As recorded in part A, clause 1.2.5

Telephone number: _____

Email: _____

1.7 INITIAL PERIOD OF LEASE:

9 (Nine) years.

1.8 COMMENCEMENT DATE:

The first day of the month from the date of certificate of tenancy and further, the 30-day notice period given to the current occupants to vacate has lapsed.

1.9 TERMINATION DATE:

9 (Nine) years from the commencement date of the lease agreement.

1.10 OCCUPATION DATE:

The first day of the month following the date when all the required trading licences are in place to trade and further, the 30-day notice period given to the current occupiers to vacate has lapsed.

1.11 RENT START DATE:

On the commencement date, being the first day of the month following the date when all the required trading licences are in place to trade and further, the 30-day notice period given to the current occupiers to vacate has lapsed.

1.12 RENTAL PAYABLE:

1.12.1 **MONTHLY RENTAL:** ☒ (MARK WITH X IF APPLICABLE)

1.12.1.1 The rent shall be payable in advance without deduction by the 1st (FIRST) day of each consecutive month in accordance with the provisions of part B, clause 4.

1.12.1.2 The monthly rental payable in respect of the leased PREMISES for the first year shall comprise: -

CLAUSE NO	ITEM	AMOUNT	VAT	TOTAL PAYABLE
1.12.1.2.1	Basic Rental	R	R	R
1.12.1.2.2	Operating Costs	-	-	-
1.12.1.2.3	Electricity	-	-	-
1.12.1.2.4	Water			
	TOTAL	R	R	R

The payment of VAT shall be subject to Part B, clause 7 of this AGREEMENT.

1.12.1.3 The charges indicated in clause 1.12.1.2.1 in respect of rental: (Mark applicable option with X)

- ☐ includes payment in respect of rates & taxes; OR
☒ excludes payment in respect of rates & taxes.

1.12.1.3.1 In the event that payment of rates & taxes are **excluded** from the rental, then in that event part B, clause 6 of this AGREEMENT shall apply.

1.12.1.4 In the event of there being no fixed water and electricity charge/s stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4 above, water and electricity charges shall, subject to part B, clause 5, be payable by the LESSEE:

- ☐ to the LESSOR monthly in arrears measured by means of sub-meters installed at the PREMISES; OR
☐ calculated as a proportionate share and charged to the LESSEE'S account
☒ directly to the local authority.

OR

1.12.2 **ANNUAL RENTAL:** ☐ (MARK WITH X IF APPLICABLE)

1.12.2.1 Rental shall be payable by the LESSEE to the LESSOR in advance without deduction or set off for the first year of this AGREEMENT, by the COMMENCEMENT DATE, and thereafter for each subsequent year, by the anniversary of the COMMENCEMENT DATE.

1.12.2.2 The rental payable in respect of the leased PREMISES for the first year shall comprise:

CLAUSE NO	ITEM	AMOUNT	VAT	TOTAL PAYABLE
1.12.2.2.2	Operating Costs			
1.12.2.2.1	Basic Rental			
1.12.2.2.3	Electricity			
1.12.2.2.4	Water			
	TOTAL			

The payment of VAT shall be subject to Part B, clause 7 of this AGREEMENT.

1.12.2.3 The charges indicated in clause 1.12.2.2.1 in respect of rental: (Mark applicable option with X)

- ☐ includes payment in respect of rates & taxes.
☐ excludes payment in respect of rates & taxes.

1.12.2.3.1 In the event that payment of rates & taxes is excluded from the rental, then in that event part B, clause 6 of this AGREEMENT shall apply.

1.12.2.4 In the event of there being no fixed water and electricity charge/s stipulated in clauses 1.12.2.2.3 and 1.12.2.2.4 above, water and electricity charges shall, subject to part B, clause 5, be payable by the LESSEE:

- ☐ to the LESSOR annually in arrears measured by means of sub-meters installed at the PREMISES OR
☐ calculated as a proportionate share and charged to the LESSEE'S account OR
☐ directly to the local authority.

NOTE: THE FOLLOWING APPLIES TO BOTH MONTHLY & ANNUAL RENTAL AS DETAILED ABOVE:

1.12.3 In the event that clause 1.7 of this agreement contains a number of days, the rental payable by the LESSEE to the LESSOR for those days shall be a proportionate share of the monthly or annual rental payable in terms of this AGREEMENT. Such proportionate share shall be calculated in accordance with the following formula:

Number of days as per clause 1.7 X rental as per clause 1.12.1.2 or 1.12.2.2.

30 or 360 (as appropriate)

- 1.12.4 In the event that the approval of licences to trade exceeds 12 months from the date of award of tender, the rental offered by the successful bidder will increase by the stipulated escalation rate as per clause (1.13.1 (a) on the anniversary of the date of award of tender.

1.13 **ESCALATION:**

1.13.1 **FIXED MONTHLY OR ANNUAL RENTAL**

MARK APPLICABLE OPTION A OR B WITH X

- a) ☒ The fixed monthly rental (clause 1.12.1.2.1) shall escalate based on the average percentage of the Consumer Price Index (CPI) Plus 2% as calculated over the preceding 12 (twelve) months, on the anniversary of the COMMENCEMENT DATE.
- b) ☐ The fixed monthly rental (clause 1.12.1.2.1) or fixed annual rental (clause 1.12.2.2.1) shall escalate based on the average percentage of the Consumer Price Index as calculated over the preceding 12 (twelve) months, on the _____ day of _____ annually.

1.13.2 **OPERATING COSTS**

MARK APPLICABLE OPTION A OR B WITH X

- a) ☐ OPERATING COSTS stipulated in clause 1.12.1.2.2 or 1.12.2.2.2 shall escalate by _____ % (_____percent) on the _____ day of _____ 20_____ and thereafter it shall escalate by _____% (_____percent) on anniversary of the COMMENCEMENT DATE.
- b) ☐ OPERATING COSTS stipulated in clause 1.12.1.2.2 or 1.12.2.2.2 shall escalate by _____ % (_____percent) on the _____ day of _____ 20_____ and thereafter it shall escalate by _____% (_____percent) on the _____ day of _____ annually.

1.13.3 **FIXED WATER AND ELECTRICITY CHARGES**

MARK APPLICABLE OPTION A OR B OR C WITH X

- a) ☐ Fixed water and electricity charges stipulated in clause 1.12.1.2.3, 1.12.1.2.4 or 1.12.2.2.3 and 1.12.2.2.4 shall escalate by _____ %

(_____percent) on the _____ day of _____ annually.

- b) ☐ Fixed water and electricity charges stipulated in clause 1.12.1.2.3, 1.12.1.2.4 or 1.12.2.2.3 and 1.12.2.2.4 shall escalate by _____ %
(_____ percent) on the anniversary of the COMMENCEMENT DATE.
- c) ☐ No fixed water & electricity payable.

1.14 DEPOSIT AMOUNT:

A deposit equal to 2 (Two) month's rental shall be payable upon signature of the lease agreement.

The deposit amount shall be:

1.14.1 TWO MONTHS RENTAL ☒ (MARK WITH X IF APPLICABLE)

1.14.1.1 R_____ (_____), excluding VAT, being the sum of two (2) month's/months' rent as stipulated in clause 1.12.1.2.1;

PLUS

1.14.1.2 _____N/A_____ being the sum of _____N/A_____ (_____) month's/months' OPERATING COSTS as stipulated in clause 1.12.1.2.2;

PLUS

1.14.1.3 _____N/A_____ being the sum of _____N/A_____ (_____) month's/months' water and electricity charges as stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4, (only applicable if fixed amounts as stipulated in clauses 1.12.1.2.3 and 1.12.1.2.4).

OR

1.14.2 ANNUAL RENTAL ☐ (MARK WITH X IF APPLICABLE)

1.14.2.1 _____ being the sum of _____ (_____) year's/years' rent as stipulated in clause 1.12.2.2.1;

PLUS

1.14.2.2 _____ being the sum of _____
(_____) year's/years' OPERATING COSTS as stipulated in clause
1.12.2.2.2;

PLUS

1.14.2.3 _____ being the sum of _____
(_____) year's/years' water and electricity as stipulated in clauses
1.12.2.2.3 and 1.12.2.2.4, (only applicable if fixed amounts as stipulated in clauses
1.12.2.2.3 and 1.12.2.2.4).

1.14.3 METHOD OF PAYMENT – Cash ☒ or Bank guarantee ☐

1.15 **SURETIES (APPLICABLE ONLY TO ALL COMPANIES / CLOSE CORPORATIONS):**
(Sureties required to sign on the signatory page at the end of this AGREEMENT)

This AGREEMENT is entered into subject to the following persons providing surety in
accordance with part C, clause 39 of this AGREEMENT:

1.15.1 Full names & surname:

Physical Address (chosen *domicilium*):

Designation: _____

ID No: _____

Telephone number: _____

Telefax number: _____

1.15.2 Full names & surname:

Physical Address (chosen *domicilium*):

Postal Address (including postal code):

Designation: _____

ID No: _____

Telephone number: _____

Telefax number: _____

1.16 PUBLIC LIABILITY INSURANCE:

The LESSEE shall ensure that it at all times have a minimum coverage of **R20 000 000-00 (Twenty Million Rand)** per incident in respect of public liability insurance.

1.17 TRADING HOURS

The LESSEE shall remain open during business hours permitted by law on each day of the week.

1.18 THE FOLLOWING ANNEXURES SHALL FORM PART OF THIS AGREEMENT OF LEASE:

- | | | |
|--------|-------------|---|
| 1.18.1 | ANNEXURE A: | PLAN INDICATING LOCATION OF PREMISES CLEARLY
DEMARCATED IN RED INK |
| 1.18.2 | ANNEXURE B: | COMPANY/CLOSE CORPORATION/TRUST RESOLUTION |
| 1.18.3 | ANNEXURE C: | INSPECTION FORM |
| 1.18.4 | ANNEXURE D: | LEASE DIAGRAM |
| 1.18.5 | ANNEXURE E: | SITE LAYOUT |
| 1.18.6 | ANNEXURE F: | ACCESS TO THE UNDEVELOPED PORTION |

PART B

THE PARTIES AGREE AS FOLLOWS:

2 DEFINITIONS AND INTERPRETATION

In this AGREEMENT, unless the context stipulates otherwise:

DEFINITIONS

- 2.1 Should any provision in a definition be a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition, effect shall be given to it as if it were a substantive provision within the body of the AGREEMENT.
- 2.2 “AGREEMENT” means this agreement signed and executed as between the parties, including all annexures hereto.
- 2.3 In the remainder of the AGREEMENT the terms “APPURTENANCES” shall mean all the installations and appliances in the PREMISES and includes, but is not limited to, without prejudice to the generality of the terms, any keys, locks, windows, sewerage pans, basins, water taps and fittings, access doors, interior doors, remote control equipment, fire control equipment, window panes, window frames and air-conditioning units.
- 2.4 “BUILDING” shall mean the building on the PROPERTY, in which the PREMISES are situated, including any extensions or additions thereto from time-to-time.
- 2.5 “COMMENCEMENT DATE” in this AGREEMENT shall refer to the date stipulated in clause 1.8 of part A above notwithstanding date of signature of this AGREEMENT by the parties.
- 2.6 “COMMON AREA” shall mean those portions of the BUILDING and PROPERTY other than those actually let or capable of being let to individual LESSEES including but not limited to parking bays, walkways, staircases, lifts and public restrooms.
- 2.7 “DESIGNATED PERSON” shall mean the LESSOR’S employees, directors, agents, independent contractors, and representatives.
- 2.8 “LESSOR” means the SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED with registration number 1998/009584/30.
- 2.9 “LESSEE” means the party referred to in part A, clause 1.2 above.
- 2.10 “OPERATING COSTS” shall mean the reasonable costs incurred by the LESSOR in connection with the ownership, management, maintenance, repair and operation of the PROPERTY, BUILDING & COMMON AREA, including, but not limited to, the rates and costs of cleaning, security, maintenance of air-conditioning units, maintenance, refuse removal, redecoration and painting,



plant and garden maintenance, management fees, building amenity costs, insurance, parking and other related services.

- 2.11 “PREMISES” shall mean the premises as more fully described in part A, clauses 1.3.1 to 1.3.3.
- 2.12 “PROPERTY” shall mean the property described in clause 1.3.1 of part A of this AGREEMENT.
- 2.13 “PROPWATCH JV and “THE AGENT” shall mean the property administration service provider appointed by SANRAL from time-to-time, currently the PROPWATCH JV, 15, Acacia Avenue, Westville, 3629 and party representing the LESSOR in terms of this AGREEMENT and any ANNEXURE or SCHEDULE.
- 2.14 “VAT” shall mean value added tax payable as required in section 1 of the Value Added Tax Act, No. 89 of 1991, as amended.
- 2.15 “YEAR” means a period of 12 (TWELVE) consecutive months and “annually” refers to a year commencing on the COMMENCEMENT DATE on which this AGREEMENT comes into operation or any anniversary of that date.
- 2.16 Should the ANNEXURES or SCHEDULES to this AGREEMENT not contain their own definitions, then the terms of this clause 2 shall be deemed to apply to such ANNEXURES or SCHEDULES.
- 2.17 The terms specified in this clause 2 of this AGREEMENT shall bear the same meaning throughout this AGREEMENT.
- 2.18 The singular shall, where appropriate, be deemed to be a reference to the plural, and vice versa and words importing any one gender include the other gender and natural persons include created entities (corporate or unincorporated) and vice versa. Any DATE expressed in numerical numbers will be interpreted first the year, then the month and then the day unless the content clearly indicates otherwise.
- 2.19 The headings are used for convenience only and must not be used as an aid to the interpretation of the AGREEMENT.
- 2.20 When any number of days is prescribed in this AGREEMENT, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.21 When figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.22 Wherever this AGREEMENT provides that the LESSEE shall have no remedy, that shall be construed as a waiver by the LESSEE of its claims for loss or damage or right of cancellation or remission of rental or any other claim or remedy (without limitation eiusdem generis – of the same kind) whether in contract or delict or otherwise against the LESSOR and/or THE DESIGNATED



PERSON notwithstanding that the LESSOR and/or THE DESIGNATED PERSON may have acted or failed to act negligently.

- 2.23 Any provision of this lease imposing a restraint, prohibition or restriction on the LESSEE shall be so construed that the LESSEE is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the PREMISES or any other part of the PROPERTY through, under, by arrangement with, or at the invitation of the LESSEE, including (without limiting the generality of this provision) the directors, members, officers, employees, agents, customers and invitees of the LESSEE.
- 2.24 Any references to notices, statements and other communications by or from the LESSOR include notices by or from SANRAL AGENT.
- 2.25 The lease shall be interpreted and applied in accordance with South African law.

3 OCCUPATION

- 3.1 Should the LESSOR be unable to give the LESSEE occupation of the PREMISES on the COMMENCEMENT DATE for any reason whatsoever, whether or not occasioned by the negligence of the LESSOR and/or the DESIGNATED PERSON, including (without limiting the generality of the foregoing) the PREMISES being incomplete or in a state of disrepair or an existing LESSEE not having vacated the PREMISES, the LESSEE shall have no remedy and shall accept occupation and commence paying rental on such later date on which the PREMISES are available.
- 3.2 Should the PREMISES not have been constructed or be in the course of construction when this AGREEMENT is signed, then the PREMISES shall be regarded as available for occupation by the LESSEE as soon as the LESSOR deems the interior of the PREMISES to be completed or fit for occupation by the LESSEE and adequate access can be gained thereto. Should the LESSEE dispute the LESSOR'S decision in this regard, the matter shall be referred to an architect of not less than 5 (FIVE) years standing agreed by the parties, and failing such agreement, an architect appointed by the president for the time being of the Institute of Architects of South Africa, whose decision shall be binding on the parties. The costs of referring the matter to an architect in terms hereof shall be borne by the LESSEE. In the event of such a delay, the period of the AGREEMENT shall remain unaltered, and the COMMENCEMENT date and TERMINATION date shall be extended accordingly.
- 3.3 Should the BUILDING be incomplete at the commencement of this AGREEMENT, the LESSEE acknowledges that it may suffer a certain amount of inconvenience from building operations and from noise and dust resulting therefrom as well as from the interruption in the supply of electricity, gas, air-conditioning or other amenities or the complete cessation of such amenities and that it will have no remedy by reason of any such inconvenience during the period of completion (whether or not occasioned by the negligence of the LESSOR and/or the DESIGNATED PERSON).
- 3.4 This AGREEMENT shall not be binding upon the LESSOR notwithstanding that it may have been signed by the LESSEE or that the LESSEE may have taken occupation of the PREMISES with the



consent of the LESSOR or that the LESSOR has otherwise implemented or allowed any provision of this AGREEMENT to be implemented, until the LESSOR has appended its signature to this AGREEMENT.

- 3.5 The LESSOR may, without assigning a reason, therefore, be entitled to refuse to sign this AGREEMENT:
- 3.5.1 Should the LESSEE already have taken possession of the PREMISES and the LESSOR decline to sign this AGREEMENT, the LESSEE shall be deemed to be on a monthly tenancy subject to one calendar month's written notice but subject in all other respects to the terms and conditions of this AGREEMENT.
- 3.5.2 Should the LESSEE not have taken possession of the PREMISES and the LESSOR declines to sign this AGREEMENT, neither party shall be bound in terms hereof.
- 3.5.3 The acceptance by the LESSOR and/or the DESIGNATED PERSON of any payment of whatsoever nature, including but without limiting the generality of the foregoing, rent or any deposit, or the giving of possession of the PREMISES to the LESSEE shall under no circumstances be considered as confirmation by the LESSOR of this AGREEMENT.
- 3.6 Should the LESSEE fail to take possession of the PREMISES within a period of 14 (FOURTEEN) days from the COMMENCEMENT DATE (subject to clauses 3.1, 3.2 and 3.3), then, in such event the LESSOR shall have the right and option (but shall not be obliged), to immediately cancel this AGREEMENT without further notice, whereupon this AGREEMENT shall terminate and be of no force and effect. Notwithstanding anything to the contrary herein contained should this lease be cancelled as a result of the LESSEE failing to take possession, the LESSEE shall have no further rights or claims of any nature against the LESSOR. The LESSEE shall forfeit any deposit paid and be liable for any loss of monthly rental or other damage sustained by the LESSOR.
- 3.7 The LESSEE hereby warrants that the PREMISES are under its effective control from the COMMENCEMENT DATE of this AGREEMENT and assumes full liability in respect of all claims arising out of the OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 (as amended) and further indemnifies the LESSOR against any claim which may arise from action being instituted under the aforementioned Act.
- 3.8 Should the LESSEE not vacate the premises upon the TERMINATION DATE of this AGREEMENT as stipulated in clause 1.9 of Part A, the AGREEMENT shall be converted to a lease based on a monthly tenancy subject to one calendar month's written notice, but subject in all other respects to the terms and conditions of this AGREEMENT.

4 RENTAL PAYABLE

- 4.1 The rental set forth in part A, clause 1.12, and any other amount payable on a monthly (or annual) basis in terms of this AGREEMENT, together with the attributable VAT thereon, shall be paid

monthly in advance on the 1st (FIRST) business day of each and every consecutive month (or year as stipulated in clause 1.12), without deduction or set-off to the LESSOR at the address as specified in part A, clause 1.6.1, or at such other address as the LESSOR may from time-to-time in writing direct. Payment of rental and other charges shall be by means of cash, electronic funds transfer or in such other reasonable form acceptable to the LESSOR.

- 4.2 The first month's rent and any other charges (clause 1.12), documentation fees (clause 1.15) together with the attributable VAT thereon and the deposit referred to in clauses 1.14 and 8, shall be paid by the LESSEE on date of signature hereof or 7 (SEVEN) days before the OCCUPATION DATE (whichever date is the earlier).
- 4.3 The LESSEE shall be liable for all, and any bank charges incurred by, or levied on, the LESSOR by the LESSOR'S bank or any other bank, financial institution or agency for service fees or any other fees incurred as a result of any form of payment being dishonoured by the LESSEE and/or its bankers and/or agents.

5 ELECTRICITY, WATER, GAS AND OTHER CHARGES PAYABLE BY THE LESSEE

- 5.1 The LESSEE shall be liable for and shall pay on receipt of statement, on/before the statement's due date for any charges (together with the VAT thereon) arising out of its use of electric current, water, gas, refuse and garbage disposal services, sewerage and effluent and other charges (including basic services charges), in respect of the PREMISES and:
- 5.1.1 the LESSEE'S liability for such charges shall be in accordance with sub-meters, which the LESSOR shall be entitled to install at any time at its discretion; or
- 5.1.2 should no meters be installed the LESSEE'S liability shall be calculated as the proportionate share (calculated in the ratio that the PREMISES bear to the PROPERTY) of the entire consumption cost of the PROPERTY.
- 5.2 The LESSOR shall not be obliged to provide any services to or in respect of the PREMISES or the PROPERTY save as expressly provided for in this AGREEMENT.
- 5.3 The LESSEE shall at the LESSEES' own cost arrange with the local or other relevant authority for the supply of water and electricity if not expressly provided for in this AGREEMENT and for the disposal services in respect of sanitary waste, sewerage and garbage (if applicable).
- 5.4 Should the LESSEE fail to pay the charges and/or VAT thereon for electricity supplied to its PREMISES within 7 (SEVEN) days of written demand then, without prejudice to any other rights it may have, the LESSOR shall be entitled to arrange for the termination of the supply of electricity to the LESSEE'S PREMISES and the LESSEE shall have no remedy, notwithstanding that the LESSOR and/or THE DESIGNATED PERSON may have acted negligently or failed to act.

6 ASSESSMENT RATES AND OTHER CHARGES

- 6.1 Throughout the period of this AGREEMENT, the LESSEE shall be liable for a proportionate share of all assessment rates and other municipal charges levied by a competent public and/or local authority on the PROPERTY. Such proportionate share shall:
- 6.1.1 be calculated at the same ratio that the area of the PREMISES bears to the total area of the PROPERTY of which the PREMISES form part; and
- 6.1.2 to the extent that it is not included in clause 1.12.1.2.1 or clause 1.12.2.2.1 of part A of this AGREEMENT, be recoverable by the LESSOR from the LESSEE separately with the attributable VAT thereon.
- 6.2 The LESSEE shall pay any amount due to the LESSOR in terms of this clause 6 to the LESSOR within 14 (FOURTEEN) days from the date of notification by the LESSOR (whether in the form of a separate notice or statement of account) and shall pay such an amount each consecutive month (or year, if applicable) thereafter.
- 6.3 Should there be any dispute as to the amount of the LESSEE'S liability in terms of this clause, the decision of the LESSOR'S auditors who shall act as experts and not as arbitrators shall be final and binding upon the parties. The cost of such a consultation shall be borne by the LESSEE.
- 6.4 The LESSOR shall not be obliged to contest any valuation of the PREMISES and/or the PROPERTY imposed by any authority entitled to impose any of the charges or fees referred to in clause 6.1.

7 VALUE ADDED TAX

- 7.1 The LESSEE shall pay to the LESSOR VAT at the prescribed rate from time to time in terms of the relevant legislation on any amounts payable to the LESSOR in terms of this AGREEMENT, together with such amounts.

8 DEPOSIT

- 8.1 The LESSEE shall on signature of this AGREEMENT or 7 (SEVEN) days before the OCCUPATION DATE (whichever date is the earlier), pay the deposit stipulated in Part A, clause 1.14 hereof in cash or lodge a bank guarantee in the form and from an authorised financial institution and/or a bank acceptable to the LESSOR. Should it be acceptable to the LESSOR that the LESSEE lodge a bank guarantee in lieu of a cash deposit, the LESSOR shall have the right to require the LESSEE to replace the bank guarantee requirement with a cash deposit at any time during the currency of this AGREEMENT or any renewal hereof with a cash deposit equal to the original bank guarantee value or such increased amount as described in clause 8.4 below. Should the LESSEE fail to pay any deposit (in terms of this clause 8), within 7 (SEVEN) days from date of signature of this AGREEMENT or 7 (SEVEN) days before the OCCUPATION DATE (whichever date is the earlier), then the LESSOR shall be entitled (but not obliged) to cancel this AGREEMENT and to claim damages (including but not limited to loss of revenue) suffered by the LESSOR as a result of such cancellation.

- 8.2 The LESSOR shall have the right of applying the whole or portion thereof towards payment of the rent, water, electric current, gas or other charges, key replacements, repairs, telephone accounts, renovations or any other liability of whatsoever nature for which the LESSEE is responsible including damages arising on cancellation of this AGREEMENT. Should any portion of the deposit be so applied, the LESSEE shall forthwith reinstate the deposit within 7 (SEVEN) days to its original amount or the amount contemplated in clause 8.4, whichever is the greater.
- 8.3 The deposit shall be retained by the LESSOR in an interest-bearing account until after the vacating of the PREMISES by the LESSEE and the complete discharge of all the LESSEE'S obligations to the LESSOR arising from the AGREEMENT. The full deposit with accrued interest will be refunded to the LESSEE provided all obligations have been met as stipulated in Part C, clause 30.6 and clause 31.4. The LESSEE shall not be entitled to set off against the deposit any rent or any other amount payable by it to the LESSOR.
- 8.4 The LESSOR shall review the deposit amount annually on the anniversary of the COMMENCEMENT DATE or from time-to-time giving consideration to the amount of rental and other amounts payable under the AGREEMENT by the LESSEE and will be entitled to increase it correspondingly. The LESSEE shall pay such an increase within 14 (FOURTEEN) days of written notification (whether in the form of a separate notice or statement of account).
- 8.5 Personal guarantees or other security may be required from directors, members, trustees and beneficiaries comprising the LESSEE (Part A, clause 1.16 and Part C, clause 39), as the case may be. The LESSOR reserves the right to conduct confidential enquiries into the credit-worthiness of the LESSEE at any time, should the LESSEE fail to effect payment of any amounts due to the LESSOR in terms of the LEASE on due date, and where grounds exist (as determined by the LESSOR in its sole discretion) for the establishment of security in support of the LESSEE'S obligations under any LEASE, the LESSEE shall be obliged to procure that the relevant personal guarantees or other security acceptable to the LESSOR be furnished within 21 (TWENTY ONE) days of the same being requested by the LESSOR in writing in terms of this clause. Should the LESSEE fail to procure the necessary security the LESSOR shall be entitled to treat such failure as a breach of this AGREEMENT, entitling the LESSOR to cancel this AGREEMENT pursuant to the provisions of part B, clause 25

9 INTEREST AND LEGAL CHARGES

- 9.1 Should the LESSEE fail to pay rent or any other amounts on the due date, the LESSOR shall charge the LESSEE and the LESSEE shall pay on demand interest on the outstanding amount, compounded monthly and calculated from due date at the prime lending rate plus 2% as levied by Amalgamated Banks of South Africa Limited ('ABSA') in respect of an overdrawn current account. This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the LESSOR in terms of this AGREEMENT. A certificate containing details of the applicable prime lending rates for any appropriate period, signed by a manager of any branch of



ABSA BANK and submitted by the LESSOR during any legal proceedings, will be accepted as prima facie proof as to the correctness of the contents thereof.

- 9.2 The LESSEE shall be liable for any costs incurred by the LESSOR in enforcing any of its rights or the LESSEE'S obligations under this AGREEMENT on an attorney and own client scale (which shall include letter of demand charges, collection charges and tracing fees) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment, in regard to any appeal against any judgment or otherwise.

10 APPROPRIATION OF PAYMENTS

- 10.1 The LESSOR shall be entitled in its sole and absolute discretion to appropriate any amount received from the LESSEE (whether the LESSEE has allocated it or not) towards the payment of any cause or debt or amount owing by the LESSEE to the LESSOR arising out of this AGREEMENT.

11 EXCLUSION OF CLAIMS

- 11.1 The LESSEE shall have no remedy against the LESSOR, and/or THE DESIGNATED PERSON:
- 11.1.1 by reason of the PREMISES, the BUILDING or PROPERTY or any part thereof or any installation or APPURTENANCE being in a defective condition or in a state of disrepair or any particular repair not being effected by the LESSOR for which the LESSOR is liable in terms of this AGREEMENT or the LESSOR, and/or the DESIGNATED PERSON, causing damage to the PREMISES or the PROPERTY;
- 11.1.2 in respect of any damage caused to stock-in-trade, furniture, equipment, installations, books, papers or other articles, or any assets of any nature whatsoever kept in the PREMISES or in the BUILDING or on the PROPERTY by the LESSEE, its servants, invitees, agents, directors or representatives or in relation to the LESSEE'S business or any consequential loss suffered by the LESSEE, its servants, invitees agents, directors, clients or representatives or loss of life and/or injury to persons caused to or sustained by or occurring in respect of the LESSEE, its servants, invitees, agents, directors, clients and/or representatives on, about or in the PREMISES, about or in the BUILDING and/or on the PROPERTY as a result of water seepage or leakage wherever and howsoever occurring or by rain, hail, lightning, fire, riot or civil commotion, or as a result of vis major or casus fortuitus or (without limitation by reference to the preceding categories) for any reason whatsoever and the LESSEE indemnifies the LESSOR and/or the DESIGNATED PERSON against any loss, damage or expense, including legal costs on an attorney and own client scale, which may be demanded from or sustained by one or more of such parties in respect of the foregoing.
- 11.1.3 for any interruption in the supply of water, electricity, heating, lifts or any other service howsoever caused and howsoever arising, including but without limiting the generality of the foregoing, any interruption due to any act or omission on the part of the LESSOR, and/or the DESIGNATED PERSON, if in such case the LESSOR considers it necessary to enable it to exercise its rights under the AGREEMENT.

- 11.1.4 for the receipt or non-receipt or the delivery or non-delivery of goods, postal matter or correspondence, equipment and stock nor shall they be liable for anything which the LESSEE, its servants, invitees, agents, directors, representatives, employees or clients may have deposited or left in the PREMISES or in any part of the BUILDING or the PROPERTY.
- 11.1.5 should the LESSOR change the name of the BUILDING and/or PREMISES at any time after written notice to the LESSEE as it considers appropriate in its sole discretion.
- 11.2 The LESSEE shall obtain and maintain for the duration of this AGREEMENT adequate public liability insurance for such an amount as will provide indemnity in respect of all claims which may be made against the LESSEE arising out of its business on the leased PREMISES, commencing with the amount set out in part A, clause 1.17.
- 11.3 All the provisions of this clause 11 shall apply and be fully operative notwithstanding that any loss, damage, injury or loss of life hereinbefore referred to may occur, or be sustained in consequence of anything done and/or omitted by the LESSOR, and/or the DESIGNATED PERSONS, whether negligently or otherwise howsoever arising, and notwithstanding that the LESSOR may have been in breach of any of its obligations under this AGREEMENT.
- 11.4 For the purposes of any action against the LESSEE hereunder, for provisional sentence or otherwise, a certificate by any financial manager of the LESSOR or its AGENT as to the amount owing by the LESSEE and the fact that the debt has become due and payable shall be sufficient and satisfactory proof of the facts stated therein unless the contrary is proven.
- 11.5 The LESSEE indemnifies the LESSOR against any action, which may be instituted against the LESSOR by any worker, employee, contractor, visitor, trespasser and the community at large under the OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 (as amended) for any act and/ or omissions by the LESSEE under the provisions of this AGREEMENT.

12 LESSOR'S/LESSEE'S DOMICILIUM

- 12.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this AGREEMENT, whether in respect of legal processes, notices or other documents or communications of whatsoever nature, (including the exercise of any option), the addresses as recorded in Part A, clauses 1.6.1 and 1.6.2.
- 12.2 Any notice or communication required or permitted to be given in terms of this AGREEMENT, shall be valid and effective only if in writing, but it shall be sufficient to give notice by email provided the original successful transmission receipt is retained for submission as proof of sending.
- 12.3 Any party may by means of written notice to any other party change its *domicilium citandi et executandi* to another physical address or email address in the Republic of South Africa provided



that the change shall become effective on the seventh (7th) business day after the effective communication of such notice to the other LESSEE OR LESSOR as the case may be.

12.4 Any notice to a party must be correctly addressed and: -

12.4.1 sent by prepaid registered post, to it at its *domicilium citandi et executandi*; shall be deemed to be received on the seventh (7th) business day following the date of posting thereof; or

12.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* or address of employment shall be deemed to have been received on the day of delivery (unless the contrary is proved). Should any notice be given by email, it shall be deemed to be received on transmission, provided the original successful transmission receipt is retained for submission as proof of sending.

12.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13 EXCLUSION OF WARRANTIES

13.1 The LESSOR does not warrant that the PREMISES are or will be suitable for any of the purposes for which the PREMISES may be used in terms hereof or in terms of the LESSEE'S requirements.

13.2 The LESSOR does not warrant that the LESSEE will be granted or provided with any licences, consents, authorities, services or permits in respect of the PREMISES for the conduct of any business or any other type of use, or that such licences, consents, authorities, services or permits will be renewed from time to time. The LESSEE shall be obliged to take all steps (including incurring costs if necessary) to obtain licences or renewal of such licences or permits from time to time.

13.3 The LESSEE hereby agrees that it has familiarised itself with the condition and/or locality of the PREMISES and the BUILDING and that the PREMISES are let voetstoots (as it stands). The LESSOR accepts no liability in respect of the condition of the PREMISES, save as provided for in the AGREEMENT.

13.4 This AGREEMENT is entered into on the strict understanding that other Lessees may be competing in the same business as the LESSEE.

13.5 The LESSEE hereby accepts the measurements of the PREMISES detailed in part A, clause 1.4 as correct. In the event that a dispute arises regarding the measurement of the PREMISES, the decision of architects appointed by the LESSOR, who shall act as experts and not as arbitrators, shall be final and binding upon the parties. The party requesting the verification of the measurements will be fully responsible for payment of the architect's charges.

14 LESSOR'S COMPLIANCE WITH LAWS

- 14.1 Should the LESSOR, in order to comply with the laws, whether in force prior to or after the commencement of negotiations, be required to take any steps which will result in the LESSEE being deprived, either temporarily or permanently, of the beneficial use of any portion of the PREMISES, the LESSEE shall have no remedy against the LESSOR but shall be entitled to a proportionate remission in basic rental payable in terms of part B, clause 22.3 for the relevant period.

15 LESSEE'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE

- 15.1 The LESSEE shall comply with all laws, by-laws and regulations (including but not limited to the requirements of the Occupational Health and Safety Act 85 of 1993) relating to LESSEE or occupiers of the PREMISES and or BUILDING or affecting the conduct of any business carried out on the PREMISES and shall not contravene or permit contravention of any of the conditions of title under which the PROPERTY is held by the LESSOR or any of the provisions of the Town Planning Scheme applicable to the BUILDING, nor do or cause or permit to be done in or about the PREMISES and/or the BUILDING anything which may be or cause a nuisance or disturbance to occupiers of neighboring premises and/or buildings.
- 15.2 The LESSEE shall submit to the LESSOR, within a period of 30 days after signature of the AGREEMENT, written proof from the relevant Local Authority that the usage of the premises, as stipulated under Clause 1.5 of the AGREEMENT, comply with the provisions of the Town Planning Scheme and relevant laws and by-laws.
- 15.3 Should the LESSEE fail to submit proof of the approval from the Local Authority to the LESSOR within the prescribed period, the LESSEE agrees to the immediate termination of the AGREEMENT and further agrees to vacate the PROPERTY within seven (7) days of such notice from the LESSOR to the LESSEE.

- 15.4 The LESSEE shall further comply with the laws and/or legal obligations listed under Clause 30.4.

16 SUB-LETTING

- 16.1 The LESSEE has been granted permission to sub-let the PROPERTY on condition that the sub-lease agreements with the sub-tenants are not in contravention of the terms and conditions of this AGREEMENT.
- 16.2 The LESSEE must provide the LESSOR with a copy of any sub-lease agreements concluded.

17 DEVELOPMENT PROPOSAL

- 17.1 The LESSEE can choose to submit a development proposal within twelve (12) months from the DATE OF AWARD OF TENDER. The LESSOR can, at its sole discretion, elect to extend the abovementioned period by a further six (6) months.
- 17.2 Further to the above, in the event that the LESSEE chooses not to exercise the option to develop the undeveloped portion, as referred to in the tender document, or where no agreement on the development proposal can be reached between the LESSEE and LESSOR, the undeveloped portion shall remain part of the lease, and the LESSEE shall continue to use and occupy the undeveloped portion subject to the LESSOR having a right to exclude the undeveloped portion from the lease by giving the LESSEE two (2) months written notice.
- 17.3 The LESSEE agrees to give the LESSOR, authorized third parties and/or the developer access to the undeveloped portion of land.
- 17.4 In the event the LESSEE exercises its option to submit a proposal for the development of the undeveloped portion, the costs relating to such proposal will be for the LESSEE.
- 17.5 Should the LESSEE elect to submit the development proposal, and the development proposal is accepted by the LESSOR, then the terms of the development proposal, profit sharing and compensation to the LESSOR will then be negotiated separately with the LESSEE.

18 LIABILITY OF PARTNERS/JOINT LESSEES

- 18.1 Should the LESSEE be a partnership (between legal persons) then by their signature hereto, the individual partners of the LESSEE bind themselves, both as a partnership and jointly and severally as companies or close corporations, for all the LESSEE'S obligations to the LESSOR under or arising out of this AGREEMENT, including but without limiting the generality of the foregoing, the payment of any compensation or damages which may be payable by the LESSEE as a result of the cancellation or termination of this AGREEMENT. Similarly, joint LESSEES shall be jointly and severally liable for all their obligations as LESSEES under or arising out of this AGREEMENT.

19 JURISDICTION OF MAGISTRATE'S COURT

- 19.1 The parties' consent that any action or application concerning or arising out of this AGREEMENT, or breach of this AGREEMENT, or any bank guarantee for the obligation of the LESSEE hereunder may be brought in any Magistrate's Court having jurisdiction in respect of the LESSEE, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

20 LESSOR'S REGULATIONS

- 20.1 The LESSEE agrees to comply with the LESSOR'S security, nature conservation, and fire protection regulations, which may exist on the PROPERTY, PREMISES and in the building from time to time and shall be liable for compliance therewith by its servants, directors, members, employees, agents, invitees, customers and/or representatives.

21 LESSOR'S MAINTENANCE

- 21.1 The LESSOR may take all such steps, as it may consider necessary in its sole and absolute discretion for the maintenance and operation of the COMMON AREA, BUILDING and PROPERTY.

22 LESSOR'S RIGHT OF ENTRY

- 22.1 The LESSOR and/or the DESIGNATED PERSON shall be entitled to enter the PREMISES at all reasonable times for the purpose of inspecting the PREMISES and for carrying out any repairs, any alterations or additions or modifications or improvements on or to the BUILDING or to the PREMISES or the PROPERTY or other work in respect of the PREMISES. The LESSOR and/or the DESIGNATED PERSON will be entitled to erect scaffolding, boarding and building equipment in, at, near or in front of the PREMISES as well as such devices required by law or which the architects may certify is necessary to carry out the work in question.
- 22.2 Should the exercise by the LESSOR of its rights hereunder result in interference with the LESSEE, however unreasonably, it and/or the DESIGNATED PERSON shall nonetheless be entitled to exercise such rights.
- 22.3 The LESSEE shall have no remedy in connection with the exercise by the LESSOR and/or the DESIGNATED PERSON of any of the aforesaid rights.

23 DAMAGE TO OR DESTRUCTION OF PREMISES

- 23.1 The LESSOR may but shall not be obliged to cancel this AGREEMENT should: -
- 23.1.1 the PREMISES be destroyed or damaged to such an extent as to be substantially unlettable; or
- 23.1.2 there be damage to the BUILDING that although clause 23 does not apply, the PREMISES have been rendered substantially unlettable because of absence of access or supply of any necessary service or amenity; or
- 23.1.3 there be destruction or damage to the BUILDING or parts thereof, whether or not the PREMISES are involved, and the LESSOR determines to put an end to the tenancies in the BUILDING in order to engage in reconstruction, renovation or rebuilding.
- 23.2 The cancellation under clause 23 shall be by written notice given by the LESSOR within 60 (SIXTY) days of the occurrence of the event referred to in clause 23.1 giving rise to the cancellation, provided that in the case of notice given in terms of clause 23.1.1 or 23.1.2 such notice shall be deemed to be effective as from the date on which the damage or destruction as the case may be occurred, and in the case of notice given in terms of 23.1.3 such notice shall be deemed to be effective on the expiration of a period of 30 (THIRTY) days of the giving of such notice. Any such cancellation shall be without prejudice to any rights or claims, which the LESSOR may have against the LESSEE whether in terms hereof or otherwise.

23.3 Should: -

23.3.1 there be damage to the PROPERTY or the PREMISES so as to affect the enjoyment of the PREMISES, but not to such extent as to entitle the LESSOR to cancel 23.1; or

23.3.2 the LESSOR not exercise its right to cancel in terms of clause 23.1 when entitled to do so, then the LESSEE shall be entitled to a remission of rent for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the PREMISES, provided that such damage was not occasioned by any act or omission by the LESSEE, its directors, customers, agents, representatives, employees or its invitees.

23.4 Should there be any dispute as to: -

23.4.1 whether the PREMISES have been rendered substantially unlettable; or

23.4.2 the amount of the remission of rental and/or the extent to which the LESSEE is deprived of beneficial occupation and enjoyment of the leased PREMISES, the decision of architects appointed by the LESSOR, who will act as experts and not as arbitrators, shall be final and binding upon the parties. The LESSEE accepts full liability for the charges incurred to appoint architects.

23.5 Under no circumstances shall the LESSEE have any claim against the LESSOR and/or the DESIGNATED PERSON arising out of the damage to or destruction of the BUILDING and/or PREMISES or any part thereof or the resultant loss of beneficial occupation of the LEASED PREMISES and the provisions of clause 11 shall apply in such event, *mutatis mutandis*.

24 DISPLAY NOTICES

24.1 The LESSOR may affix to or exhibit anywhere on the windows of or on the PROPERTY or PREMISES a "TO LET" notice or notices during a period of 3 (THREE) months immediately preceding the termination or expiry of this AGREEMENT and during that period the LESSEE shall permit incoming occupiers of the PREMISES to exhibit on the windows or on the PROPERTY or the PREMISES any notices that may be required in connection with any application for any licence to carry on business in the PREMISES.

24.2 The LESSEE shall at all reasonable times during the period of this AGREEMENT permit any prospective LESSEES or purchasers of the PROPERTY, or of the share capital of the LESSOR, to view the interior of the PREMISES.

25 REMEDIES FOR BREACH AND CANCELLATION

Should the LESSEE: -

- 25.1 default on the punctual payment of any monies as it falls due in terms of this AGREEMENT, or any other agreement that the LESSEE has with the LESSOR or any of its associates, holding or subsidiary, or further subsidiary companies; or
- 25.2 fail to comply with any of the terms and conditions of, or its obligations under such agreement; or
- 25.3 commit any act of insolvency, or being a natural person signs, surrenders, or attempts to sign or surrender his estate; or
- 25.4 allow a default judgment to remain unsatisfied for a period of seven (7) business days or the LESSEE refused rescission within 14 (FOURTEEN) days of any default judgment; or
- 25.5 be sequestrated or placed under judicial management or wound up, whether provisionally or finally; or
- 25.6 abandon the PREMISES; or
- 25.7 so consistently breach the terms of this AGREEMENT (whether by non-payment or rent or any other amount due to the LESSOR on due date or by non-compliance with its terms) so as to justify the LESSOR in holding that the LESSEE'S conduct is inconsistent with an intention or an ability to comply with such terms; or
- 25.8 compromise with any of its creditors or endeavours or attempts to do so; or
- 25.9 make any incorrect or untrue statement or representation in connection with this AGREEMENT or the LESSEE'S financial affairs or any particulars relevant thereto; or
- 25.10 breach of any warranty given in terms of this AGREEMENT; or
- 25.11 prejudice the LESSOR'S rights under this AGREEMENT;
- 25.12 then and in any one or more of the events described in paragraphs 25.1 to 25.11 above, and after having received written notification to remedy such breach within 7 (seven) business days, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same term, the LESSOR shall have the right, but not be obliged to either:
 - 25.12.1 immediately terminate this AGREEMENT without further notice and/or
 - 25.12.2 take possession of the PREMISES, retain all amounts already paid by the LESSEE and claim all amounts which are in arrears at the date of termination.
- 25.13 Any surety in terms of any suretyship granted in favour of the LESSOR with respect to any of the LESSEE'S obligations under this AGREEMENT:

- 25.13.1 being an individual or trust, die or be sequestrated whether provisionally or finally or cease to reside permanently in the Republic of South Africa or, in the case of a company or any other corporate entity, be wound up or placed under judicial management, (in either case whether provisionally or otherwise); and
- 25.13.2 should the LESSEE fail to furnish the LESSOR with a replacement Suretyship to the satisfaction of the LESSOR within 21 (twenty-one) days after written notice by the LESSOR calling the LESSEE to furnish said replacement Suretyship, the LESSOR will be entitled to act in terms of clause 25.12 above.
- 25.14 Should the LESSEE vacate the PREMISES or abscond from the PREMISES prior to the expiry of the TERMINATION DATE as recorded in part A, clause 1.9, the LESSEE hereby irrevocably appoints and permits the LESSOR or its DESIGNATED PERSON/S to: -
- 25.14.1 remove from the premises any goods situated therein and to store the goods so removed from the premises at the cost and risk of the LESSEE; and
- 25.14.2 effect the sale of any such goods and to cede to the Lessor the proceeds of any such sale towards payment of the Lessee's indebtedness. The exercise of this right by the Lessor shall be without prejudice to its claim for arrears of rent and other amounts owing hereunder or for damages, which it may have suffered because of the Lessee's breach of contract or due to the premature cancellation.
- 25.15 In the event where the LESSEE disputes any amount due in terms of this AGREEMENT, a certificate containing details of the amount payable by the LESSEE for an appropriate period, signed by any financial manager of the LESSOR or THE AGENT and submitted by the LESSOR during any legal proceedings, will be accepted as *prima facie* proof of the amount due by the LESSEE to the LESSOR.
- 25.16 The LESSOR reserves the right to access information contained by any appropriate credit bureau to conduct confidential enquiries into the creditworthiness of the LESSEE at any time for the duration of this lease. Should the LESSEE fail to effect payment of any amounts due to the LESSOR in terms of a lease on due date, and where grounds exist (as determined by the LESSOR in its sole discretion), the LESSOR reserves the right to register details of such default with the appropriate credit bureau, which default details shall only be removed at the LESSOR'S sole discretion.

26 HOLDING OVER

- 26.1 While for any reason or on any grounds the LESSEE occupies the PREMISES and the LESSOR disputes its right to do so, then until the dispute is resolved whether by settlement or litigation, the LESSEE shall (notwithstanding that, without prejudice to its rights, the LESSOR may contend that this AGREEMENT is of no force) continue to pay an amount equivalent to the total rent provided for in this AGREEMENT monthly in advance on the first day of each month or annually as the case may be (part A, clause 1.12), and the LESSOR shall be entitled, notwithstanding that the LESSEE may categorise any such payment as rental, to accept and recover such payments, and



such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the LESSOR'S claim then in dispute. Should the dispute be adjudicated in favour of the LESSOR, the payments made and received in terms of this AGREEMENT shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the unlawful occupation or holding over by the LESSEE.

27 WAIVER OF RIGHT OF RECTIFICATION

27.1 The LESSOR and LESSEE hereby waive any right of rectification in regard to this AGREEMENT.

28 SEVERABILITY

28.1 Each of the provisions of this AGREEMENT shall be considered as separate terms and conditions and in the event that this AGREEMENT is effected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

29 SALE OF PROPERTY

29.1 The LESSEE agrees that the LESSOR shall be entitled to dispose of the PROPERTY during this AGREEMENT. Except for the provisions as contained in Clause 29 of this AGREEMENT, the sale by the LESSOR of the PROPERTY during this AGREEMENT shall not affect the terms of the AGREEMENT in any way whatsoever nor entitle the LESSEE neither to resile from the AGREEMENT nor to claim damages as a result thereof. To the extent necessary, the LESSEE irrevocably and in rem suam appoints the LESSOR as its attorney and agent to sign any documentation necessary to record the assignment, by operation of law, of the AGREEMENT from the LESSOR to the purchaser of the PROPERTY.

PART C

LESSEE'S OBLIGATIONS

30 SUSPENSIVE AND RESOLUTIVE CONDITIONS

- 30.1 This AGREEMENT is subject to the fulfilment of the following suspensive conditions:
- 30.1.1 namely that all necessary licences enabling the LESSEE to trade are in place prior to the commencement of the Lease and the LESSEE taking occupation of the leased PREMISES.
- 30.2 In the event that the LESSEE is unable to obtain the necessary licences within the abovementioned 6 (six) months, for reasons outside of its control: -
- 30.2.1 The LESSEE may request a further extension to obtain the licences.
- 30.2.2 In requesting a further extension, the LESSEE shall submit to the LESSOR sufficient evidence from the Department of Mineral Resources & Energy or any other organisation or department confirming the reason of the delay.
- 30.2.3 The LESSOR has the discretion to afford or refuse further extension, which shall be no more than 6 (six) months for the LESSEE to obtain the licenses.
- 30.3 In the event that the suspensive condition is not fulfilled then this AGREEMENT shall be of no further force or effect, save for this clause 30, and neither party shall have any claim against the other.
- 30.4 The LESSEE acknowledges, and enters into this AGREEMENT on the specific condition that the LESSOR shall be permitted to enforce its rights under this clause 30, that the PROPERTY is within the South African National Road Agency SOC Limited portfolio and that the LESSOR may require the beneficial use of the PROPERTY for-
- a. any component related to the construction, maintenance or operation of a national road at any time.
 - b. any valid Land Claim by the Land Claims Commissioner
 - c. any requirements of the Department of Land Affairs in order to achieve the goals of the Government in respect of land reform in South Africa during the currency of this AGREEMENT.
- 30.5 Should the LESSOR be required to terminate this AGREEMENT in order to permit the use of the PREMISES as contemplated in clause 30.4 above, the LESSOR shall be required to give 3 (three) month's written notice to the LESSEE of the required premature termination of this AGREEMENT.
- 30.6 In the event that the LESSOR acts in accordance with clause 30.4, above, the LESSEE shall.

- 30.6.1 vacate the PREMISES on the premature termination date required by the LESSOR;
- 30.6.2 have no remedy against the LESSOR as a result of such premature termination or its relocation arising from such premature termination.
- 30.7 The LESSEE, by its signature to this AGREEMENT, acknowledges that this AGREEMENT was entered into on the basis that the AGREEMENT may terminate prematurely, as contemplated in this clause 30 and that it would have no remedy in the event of such premature termination.

31 LESSEE'S GENERAL OBLIGATIONS

- 31.1 The LESSOR and the LESSEE shall jointly, before the LESSEE takes occupation of the PREMISES, inspect the PREMISES. The LESSEE shall, during this inspection, record the condition of the PREMISES and APPURTENANCES (including details of any structural defects or missing APPURTENANCES), on the Inspection Form attached to the AGREEMENT, marked Annexure "C." The Inspection Form will be completed once the Suspensive Condition under clause 30.1 has been fulfilled. In the absence of such notice the LESSEE shall be deemed to have accepted the PREMISES and APPURTENANCES as being complete and without defect and in good order and repair.
 - 31.1.1 Should the LESSEE take occupation of the PREMISES after inspection as mentioned in clause 31.1, the LESSEE accepts the PREMISES with full knowledge of any structural defects and shall have no further claims against the LESSOR, of any nature whatsoever, including claims for any loss, damage, injury or loss of life that may occur. The LESSOR will only consider the repair of items which have been listed in the entry inspection report, requiring the attention of the LESSOR.
- 31.2 At all times during the currency of this AGREEMENT, the LESSEE shall care for and maintain in good order and repair the interior of the PREMISES, as well as the electrical, gas, drainage and sanitary works, the thermostats and air-conditioning appliances and the APPURTENANCES therein. The LESSEE shall at the termination or expiry of the AGREEMENT for whatever reason, return and redeliver the PREMISES to the LESSOR in good order and repair. It shall make good and repair at its own cost, on demand any damage or breakages or, in the alternative, reimburse the LESSOR for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused and howsoever arising, subject to part B, clause 11.1.2 of this AGREEMENT. If the APPURTENANCES and/or electrical, gas, drainage and sanitary works, stoves, thermostats, geysers and air-conditioning appliances are or become defective (for any reason excluding by reason of fair wear and tear), the LESSEE shall be obliged to replace them at the LESSEE'S expense. Without detracting from the generality of the foregoing, the LESSEE shall repair any damage caused to the PREMISES, which may be occasioned, by any cause, including forcible entry.
- 31.3 At all times during the currency of this AGREEMENT, the LESSEE shall care for and maintain in good order and repair the interior and exterior of the buildings on the PREMISES, including to paint the buildings on the PREMISES at least once during the lease term. The LESSEE shall submit a maintenance plan annually.

- 31.4 On termination of this AGREEMENT, howsoever and whenever it terminates, return the PREMISES and APPURTENANCES in good order, condition and repair, fair wear and tear excepted, provided that the LESSOR shall not be obliged to compensate the LESSEE for any expenditure incurred by the LESSEE in complying with the LESSEE'S obligations of maintenance, repair and replacement under this AGREEMENT.
- 31.5 The LESSEE shall (where applicable): -
- 31.5.1 keep all sewerage pipes, water taps and drains within or serving the PREMISES free from obstruction or blockage and remove at his/her own costs any obstruction or blockage and where necessary repair the sewer, pipe or drain concerned;
 - 31.5.2 at all times keep the interior and the exterior of the PREMISES (including but not limited to the garden and grounds) in a clean, tidy and sanitary condition;
 - 31.5.3 arrange for sufficient receptacles for the disposal of refuse and garbage and undertakes to use such receptacles exclusively for the disposal of refuse and not to deposit any refuse in or on any part of the PREMISES or on the PROPERTY;
 - 31.5.4 not be entitled to paint, affix or attach to the BUILDING or anywhere on the PREMISES any advertising signs, notices or other matter without the prior written consent of the LESSOR;
 - 31.5.5 not deface, mark, paint or drive into the walls or partitions or doors or ceilings or floors of the PREMISES any screws or nails or hooks in such manner as may be calculated to damage the PREMISES;
 - 31.5.6 not change or interfere with or overload the electrical installation in the PREMISES;
 - 31.5.7 pay for the replacement of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the PREMISES;
 - 31.5.8 not install in the PREMISES air-conditioning or ventilating units or equipment without the LESSOR'S prior written consent;
 - 31.5.9 inspect all accessible timbers on the PROPERTY for infestation by wood-destroying beetles and/or termites or fungi, and notify the LESSOR of any suspected infestation;
 - 31.5.10 keep the interior of the PREMISES free from rodents and cockroaches;
 - 31.5.11 not permit any of its employees to reside in the PREMISES or BUILDING or on the PROPERTY without the prior written consent of the LESSOR;
 - 31.5.12 not place any unusually heavy articles in the PREMISES without the LESSOR'S prior written consent and shall make good any damage which may be caused to the PREMISES or the PROPERTY by moving or placing therein or removal therefrom of such articles;

- 31.5.13 not attach carpets by adhesive, nailing or other methods, not cut cupboards or other doors to accommodate such carpets;
- 31.5.14 clean the carpets and the floor area regularly, it being agreed that the same shall be replaced entirely at the LESSEE'S cost, should it be damaged beyond fair wear and tear;
- 31.5.15 comply with the reasonable rules and regulations applicable to the PROPERTY as determined by the LESSOR from time to time at the LESSOR'S sole discretion;
- 31.5.16 not obscure any plate glass windows or normal glass windows by painting or otherwise without the express written consent of the LESSOR;
- 31.5.17 not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the PROPERTY or in the entrance hall, staircases or passages of the BUILDING or in the yard of any portion of the PROPERTY;
- 31.5.18 not pack and/or unpack goods except within the PREMISES;
- 31.5.19 ensure that all directors, employees, servants, agents, invitees or customers of the LESSEE do not cause annoyance within the BUILDING and/or on the PROPERTY or behave in a drunken, disorderly or immoral manner;
- 31.5.20 not operate or permit to be operated any coin or token operated vending machines or similar devices for the sale of any goods, merchandise, beverages, sweets, cigarettes, other commodities or services, scales, pay lockers, amusement devices and/or machines, without the express written consent of the LESSOR which consent shall not be unreasonably withheld;
- 31.5.21 not infringe any law, servitude, licence or permit relating to the use of water;
- 31.5.22 ensure that it does not contravene the National Heritage Resources Act number 25 of 1999, should the PREMISES and/or PROPERTY fall within the items protected by that act. Without limitation, the restriction placed on the LESSEE in terms of this clause 31.5.22 shall mean that the LESSEE may not structurally alter, re-develop or refurbish the whole or any portion of the PREMISES until it shall have obtained the prior written consent of that LESSOR and confirmation from the LESSOR that the LESSOR has complied with the requirements of the act referred to in this clause 31.5.22;
- 31.5.23 ensure that it does not contravene the National Environmental Management Act number 107 of 1998 (as amended), and any other applicable environmental legislation, and that it at all times enforces control of its directors, members, officers, employees, agents, servants, contractors, customers and invitees in the protection of the items mentioned in this act. The LESSEE indemnifies the LESSOR and undertakes to keep the LESSOR indemnified against all actions, claims, losses or damages suffered by or caused to any person or property which may arise out of or as a result of the use of the PROPERTY by the LESSEE in contravention of applicable legislation;

31.5.24 Any infringement of applicable legislation or penalties incurred as a result thereof, shall be to the account of the LESSEE; and

31.5.25 permit, at such reasonable times, the LESSOR to perform such acts as may be required from time to time by the Land Survey Act, number 8 of 1997.

31.6 The LESSEE warrants that: -

31.6.1 there are no special notarial bonds registered over its movable goods situated upon the PREMISES;

31.6.2 the LESSEE shall notify the LESSOR in writing of any movable assets belonging to any third party that it brings onto the PREMISES to be utilised at the PREMISES for the duration of this AGREEMENT (giving full details of ownership of the goods and nature of such goods); and

31.6.3 all goods located on the PREMISES will throughout the period of the AGREEMENT be beneficially owned by the LESSEE, and will not be subject to any special notarial bond registered in terms of the Security by Means of Movable Property Act, 1993 and have not been during the period of the AGREEMENT be purchased in terms of an instalment sale contract as contemplated in the Credit Agreements Act, 1980.

31.7 At the expiration of the AGREEMENT, the LESSOR and the LESSEE shall arrange a joint inspection of the PREMISES and APPURTENANCES, to take place within a period of 3 (THREE) days prior to the expiration date with a view to ascertain if there were any damages caused to the PREMISES or APPURTENANCES before the LESSEE vacates the PREMISES.

31.7.1 The initial Inspection Form attached to the AGREEMENT, marked Annexure "C", part 2 shall be utilised for this purpose and any damages or lost items so recorded shall be repaired or replaced by the LESSEE before the LESSEE vacates the PREMISES;

31.7.2 Should the LESSEE fail to repair such damages to the PREMISES or APPURTENANCES or fail to replace any missing articles, the LESSOR may apply the LESSEE'S deposit and interest towards the payment of all amounts for which the LESSEE is liable under this AGREEMENT; and

31.7.3 Should the LESSEE fail to respond to the LESSOR'S request for an inspection, the LESSOR shall, on expiration of the AGREEMENT, inspect the PREMISES within 7 (SEVEN) days from such expiration in order to assess any damages or loss which occurred during the LESSEE'S tenancy and may under these circumstances, without detracting from any other right or remedy of the LESSOR, deduct from the LESSEE'S deposit and interest the reasonable cost of repairing damage to the PREMISES and/or APPURTENANCES and replacing lost items.

32 LESSEE'S EMPLOYEES

32.1 It is hereby recorded that the LESSEE shall not allow any of its employees and/or their relatives to live on the PREMISES.

- 32.2 The LESSEE shall be held liable for all persons entering onto the PREMISES and such persons shall be considered to be under the control of the LESSEE.
- 32.3 The LESSEE shall inform the LESSOR immediately of any squatting or unauthorised persons living on the PREMISES.
- 32.4 On the termination of this AGREEMENT the LESSEE shall ensure that all employees and/or their relatives (if any) vacate the PREMISES. In the event where such employees refuse to vacate the PREMISES, and the LESSOR has to obtain a Court Order to enable it to evict such employees, the LESSEE shall be liable for all and any costs in this respect, including but not limited to, legal costs and costs for relocating such employees.
- 32.5 The LESSEE undertakes to ensure that it shall have lawfully terminated any employment agreements in respect of its employees at the termination of this AGREEMENT. The LESSEE indemnifies the LESSOR against any claim of whatsoever nature that may arise from the occupation of any of its employees.

33 RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS AND WARRANTY

- 33.1 The LESSEE agrees that it shall be responsible (where installed) for: -
- 33.1.1 the safety, safe use and maintenance of the electrical installations on the PREMISES;
- 33.1.2 the safety of the conductors connecting the electrical installations to the point of supply; and
- 33.1.3 procuring at its own cost the issue of a valid certificate of compliance in respect of the electrical installations on the PREMISES, as contemplated in Government Notice R2920 of 23 October 1992, after any alterations to the electrical installations on the PREMISES have been effected.
- 33.2 The LESSEE, to the extent that it fails to comply with the foregoing obligations and as a result the LESSOR incurs any liability, indemnifies the LESSOR against all claims, damages or losses of any nature whatsoever which the LESSOR may sustain as a result thereof.

34 PESTS

- 34.1 The LESSEE shall within 7 (SEVEN) days after date of occupation, inspect all accessible timbers on the PREMISES for infestation by wood-destroying beetles and/or termites, for fungi and notify the LESSOR in writing of any suspected infestation.
- 34.2 Upon receipt of notification of a suspected infestation of pests as described above, the LESSOR will carry out an inspection on the following basis: -
- 34.2.1 the inspection is to be carried out at the sole discretion and cost of the LESSOR, either by an inspector duly registered with the South African Pest Control Association, or a qualified entomologist;



- 34.2.2 the inspector or entomologist must issue a written report (with the remedial recommendations, if any) to the LESSOR. Where infestation is found the recommendations contained in the report will be implemented, at the discretion and cost of the LESSOR; and
- 34.2.3 upon receipt of the certificate of clearance issued by the said inspector or entomologist that there is no infestation or that the infestation has been dealt with in terms of clause 34.2.2, then the LESSEE will have no further claims against the LESSOR in relation to such infestation.
- 34.3 following the issuing of the certificate of clearance contemplated in this clause 34, the LESSEE shall ensure that it performs or causes no action which might lead to a recurrence of the infestation and assumes liability for the removal of such infestation, should such infestation re-occur as a result of the LESSEE'S negligence. The onus of proving that a recurrence of the infestation (following the issuance of a certificate of clearance contemplated in this clause 33) is not due to an action by the LESSEE, shall rest upon the LESSEE.
- 34.4 The LESSEE shall, at its cost, keep the land free from any rodent and other pest infestations.

35 FIRE HAZARDS

- 35.1 The LESSEE shall not at any time bring or allow to be brought or kept on the PREMISES, nor do nor permit to be done in the PREMISES, any matter or object or take part in any activity whereby the fire or any other insurance policy of the BUILDING may be liable to become void, or voidable, or whereby the premium for any such insurance may be increased. If the premiums for such insurance are increased as the result of any act or omission contemplated above, whether with the LESSOR'S written consent or not, the LESSOR, without prejudice to any of its rights hereunder, may recover from the LESSEE the amount due in respect of any additional premiums and the LESSEE shall pay such amount immediately on notification from the LESSOR and/or the insurance company to the effect that such additional premiums have been charged.

36 ALTERATIONS AND ADDITIONS

- 36.1 The LESSEE shall not make any additions to the PREMISES without the LESSOR'S prior written consent, subject thereto that the LESSEE accepts full responsibility to comply with the provisions of the SANRAL Act, including but not limited to Section 48 of the aforementioned Act.
- 36.2 Should the LESSEE, whether prior to the COMMENCEMENT DATE or at any stage during the currency of this AGREEMENT, request the LESSOR in writing to consent to any structural or non-structural alterations or additions to the leased PREMISES ("THE WORK"), then any approval, which the LESSOR in its discretion may grant shall, unless expressly varied by the LESSOR in writing, be subject to the following terms: -

- 36.2.1 detailed shopfitting drawings must be submitted to the LESSOR which shall include details of all APPURTENANCES, wall and floor finishes, plumbing and electrical work, internal partitions, materials to be used, details of colouring schemes, etc; and
- 36.2.2 A drawing giving details of the proposed bulkhead signage must be submitted to the LESSOR for approval including details of letter size & depth, material to be used, method of manufacture and details of illumination.
- 36.3 Should it be a condition of any competent authority in respect of the grant or renewal of any licences required by the LESSEE to carry on the business for which the PREMISES are hired, that the PREMISES shall be altered or renovated, the LESSOR shall not be obliged, but the LESSEE shall be obliged at its own expense to carry out such alterations or renovations provided that the LESSOR'S prior written consent, which shall not be unreasonably withheld, is obtained and that the work is carried out by a contractor nominated by the LESSOR and under the supervision of an architect nominated by the LESSOR whose fees shall be paid by the LESSEE. The LESSEE shall submit full details such as architect sketch plans, layouts, perspective details, colour schemes and specifications to the LESSOR for written approval before any such alterations or improvements are made.
- 36.4 Should any alterations or improvements be made by the LESSEE, the LESSEE shall, before the expiry or termination of this AGREEMENT (unless otherwise agreed in writing by the LESSOR, in which case any alterations and/or improvements shall become the LESSOR'S property without any compensation being payable to the LESSEE in respect thereof), remove such alterations and/or improvements and reinstate the PREMISES to the condition which it was in before the improvements and/or alterations were effected. The LESSEE hereby appoints the LESSOR as its agent and attorney irrevocably and in rem suam with power of substitution, to effect any such removal of the alterations and/or additions and the reinstatement of the PREMISES as contemplated in this clause, at the cost of the LESSEE, on behalf of the LESSEE.
- 36.5 Should the LESSOR agree to provide additional power to satisfy the LESSEE'S requirements, the LESSEE shall bear all costs of installation and supply, associated fees (including consultancy fees) and charges, as well as the charges for use thereof.
- 36.6 In the event of any dispute arising as to whether any alteration or addition is structural, non-structural or merely a fixture or fitting, a certificate of any architect appointed by the LESSOR, who will act as expert and not arbitrator, shall be final and binding upon the parties. The architect's costs will be borne by the LESSEE.

37 RULES

- 37.1 The LESSEE shall at all material times comply with such reasonable rules and regulations as are laid down in writing by or on behalf of the LESSOR for observance by the LESSEE and other



occupiers of the PROPERTY, PREMISES, BUILDING AND COMMON AREA and their invitees, including rules and regulations in connection with:

- 37.1.1 the security of the PROPERTY and the protection of persons and property thereon, including in particular any rules for the control and identification of persons and vehicles entering the PROPERTY or any parts thereof;
 - 37.1.2 the driving and parking of vehicles on or around the PROPERTY;
 - 37.1.3 the utilisation of amenities and facilities on the PROPERTY; and
 - 37.1.4 the air-conditioning plant, if any, servicing the BUILDING.
- 37.2 Clause 36.1 shall not be construed as implying that the LESSOR assumes any liability which it would not otherwise have had in connection with the subject matter of any such rule or regulation.

38 SURETY

- 38.1 The surety hereby binds himself/herself jointly and severally as surety for and co-principal debtor in solidum with the LESSEE as defined in this AGREEMENT or any extension, amendment or renewal hereof, to the LESSOR and/or its successors in title for the due fulfilment and performance by the LESSEE of all its obligations to the LESSOR arising out of or pursuant to this AGREEMENT, including any renewal thereof. The surety hereby renounces the benefits of cession of action, excussion and division as well as all benefits arising from the legal exceptions non numeratae pecuniae (no offset of debt), non-causa debiti (no cause of debt), errore calculi (error in the calculation), with the full force, meaning and effect whereof the SURETY hereby declares himself to be fully acquainted.
- 38.2 It is agreed and declared that all admissions and acknowledgement of indebtedness by the LESSEE in regard to its obligations under this AGREEMENT, including any renewal thereof, thereby shall be binding on the surety.
- 38.3 The surety hereby chooses domicilium citandi et executandi for all purposes at the address/es set out in part A, clause 1.16 hereof.
- 38.4 The surety hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or application arising out of or in connection with this AGREEMENT notwithstanding that the amount in issue may exceed the jurisdiction of such court.
- 38.5 Without derogating from the generality of the provisions of this suretyship or the ambit of the obligations embraced, the surety's liability shall cover all claims for compensation or damages which the LESSOR may at any time have as a result of the cancellation or termination of the AGREEMENT howsoever arising, including without limitation the termination of the AGREEMENT

between the LESSEE and the LESSOR (or the LESSOR'S predecessor in title) which takes place pursuant to the provision of Section 37(1) of the Insolvency Act, No. 24 of 1936 as amended, or, where the LESSEE is a company, as applied by virtue of the provisions of the Companies Act, No. 61 of 1973, as amended, or pursuant to any corresponding legislation.

38.6 In the event of: -

38.6.1 any liquidation, judicial management or sequestration of the LESSEE or any other surety for the LESSEE; or

38.6.2 any compensation or compromise by the LESSEE or any such other surety, whether in terms of the company law or insolvency law or under common law,

the surety binds himself/herself not to file any claim against the LESSEE or other surety until the LESSOR'S claim against the LESSEE has been paid in full.

38.7 Notwithstanding any part payment of the surety or on the surety's behalf, the surety shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any such action against the LESSEE or against any other surety for the LESSEE in respect thereof unless and until the indebtedness of the LESSEE and LESSOR shall have been discharged in full.

38.8 The surety acknowledges that all amounts due and payable by the LESSEE to the LESSOR shall be recoverable from and paid by the SURETY notwithstanding that the LESSEE may have any claim or counterclaim of whatsoever nature and howsoever arising against the LESSOR.

38.9 The LESSOR shall be at liberty without in any way affecting its rights against the surety or diminishing or otherwise affecting the surety's obligations to it hereunder, to do any act or omit to do any act, whether pursuant to the provisions of the lease concluded with the LESSEE or otherwise, as it in its sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the LESSOR may have acted negligently (whether grossly or otherwise) or in a manner calculated to cause, or in fact causing, prejudice to the surety and, in particular, but without limiting the generality of the foregoing, the LESSOR shall without in any way affecting its rights against the SURETY or diminishing or otherwise affecting the surety's obligations to it hereunder be entitled to:-

38.9.1 release securities and other sureties; and

38.9.2 give time to or compound or make any other arrangements with the LESSEE or other parties aforesaid; and

38.9.3 allow or grant the LESSEE or any other surety any latitude or indulgence, without reference to or approval by the surety.

38.10 For any reason any surety named herein shall fail to sign this lease for any reason whatsoever or if this suretyship shall for any reason cease to be or is not binding on any one of the sureties, then

the obligations of the other/s shall be and continue to be binding and remain in full force and effect in terms hereof.

- 38.11 For the purpose of any action against the surety hereunder, for provisional sentence or otherwise, a certificate by the LESSOR or THE AGENT as to the amount owing by the surety and that the due date for payment of such an amount has arrived, shall be prima facie proof of the facts therein stated until the contrary shall have been proven.
- 38.12 The provisions of clause 38 of this lease shall apply mutatis mutandis to the surety's indebtedness under this suretyship.
- 38.13 The surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession, trade or business.
- 38.14 The surety hereby warrants that all consents required in terms of the Matrimonial Property act, 88 of 1984 (if applicable), have been duly furnished and that he or she is fully competent to enter into this suretyship without assistance.

39 WHOLE AGREEMENT

- 39.1 This AGREEMENT constitutes the whole AGREEMENT between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No party shall be bound by any express or implied term representation, warranty, promise or the like not recorded herein, whether it induced the contract or not.
- 39.2 No amendment or consensual cancellation of this AGREEMENT or any provision or term thereof or of any AGREEMENT, bill of exchange or other document issued or executed pursuant to or in terms of this AGREEMENT shall be binding unless recorded in a written document signed by the parties.
- 39.3 No extension of time, waiver, indulgence or relaxation or suspension of any of the provisions or terms of this AGREEMENT or of any AGREEMENT, bill of exchange or other document issued pursuant to or in terms of this AGREEMENT which the LESSOR and/or any DESIGNATED PERSON may have given to the LESSEE shall be binding unless reduced to writing and signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 39.4 No extension of time or waiver or relaxation of any of the provisions or terms of this AGREEMENT or any AGREEMENT, bill of exchange or other document issued or executed pursuant to or in terms of this AGREEMENT, shall operate as an estoppel against any party in respect of its rights under this AGREEMENT, nor shall it operate so as to preclude such party thereafter from strictly enforcing its rights in accordance with this AGREEMENT.



- 39.5 Unless otherwise stated by the LESSOR in writing, the receipt by the LESSOR and/or THE DESIGNATED PERSON, of any rent or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.
- 39.6 The LESSEE, by its signature hereto, warrants that it has read each clause contained within this AGREEMENT and all annexures hereto and that all consents required in terms of the Matrimonial Property act, 88 of 1984 (if applicable), have been duly furnished and that he or she is fully competent to enter into this AGREEMENT without assistance.

Signed at _____ on this the ____ day of _____ 20 ____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number: _____

2. _____

Name (print): _____

Identity Number: _____



FOR AND ON BEHALF OF THE LESSEE

Name (print): _____

Identity Number: _____

(who warrants that he/she is duly authorised) (authorisation in terms of
an annexed resolution)

Signed at _____ on this the _____ day of _____ 20 ____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number: _____

2. _____

Name (print): _____

Identity Number: _____



FOR AND ON BEHALF OF THE LESSOR

Name (print): _____

Identity Number: _____



SIGNATURES OF THE SURETIES

AS WITNESSES:

1. _____

Name (print): _____

Identity Number _____

2. _____

Name (print): _____

Identity Number _____

FIRST SURETY

Name (print): _____

Identity Number: _____

The first surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession trade or business.

The first surety warrants that (s)he is:

- ☐ married in community of property, in which case the spouse's signature shall also be required as provided for below.
- ☐ married outside of community of property without ante-nuptial contract.
- ☐ married outside of community of property with ante-nuptial contract.

FIRST SURETY'S SPOUSE



(where applicable)

Name (print): _____

Identity Number: _____

AS WITNESSES:

1. _____

Name (print): _____

Identity Number _____

2. _____

Name (print): _____

Identity Number _____

SECOND SURETY

Name (print): _____

Identity Number: _____

The second surety warrants that (s)he has provided this surety in his or her capacity as a shareholder or director or member or trustee of the LESSEE and that this surety is provided in the ordinary course of his or her profession trade or business.

The second surety warrants that (s)he is:

- ☐ married in community of property, in which case the spouse's signature shall also be required as provided for below.
- ☐ married outside of community of property without ante-nuptial contract.
- ☐ married outside of community of property with ante-nuptial contract.



SECOND SURETY'S SPOUSE

(where applicable)

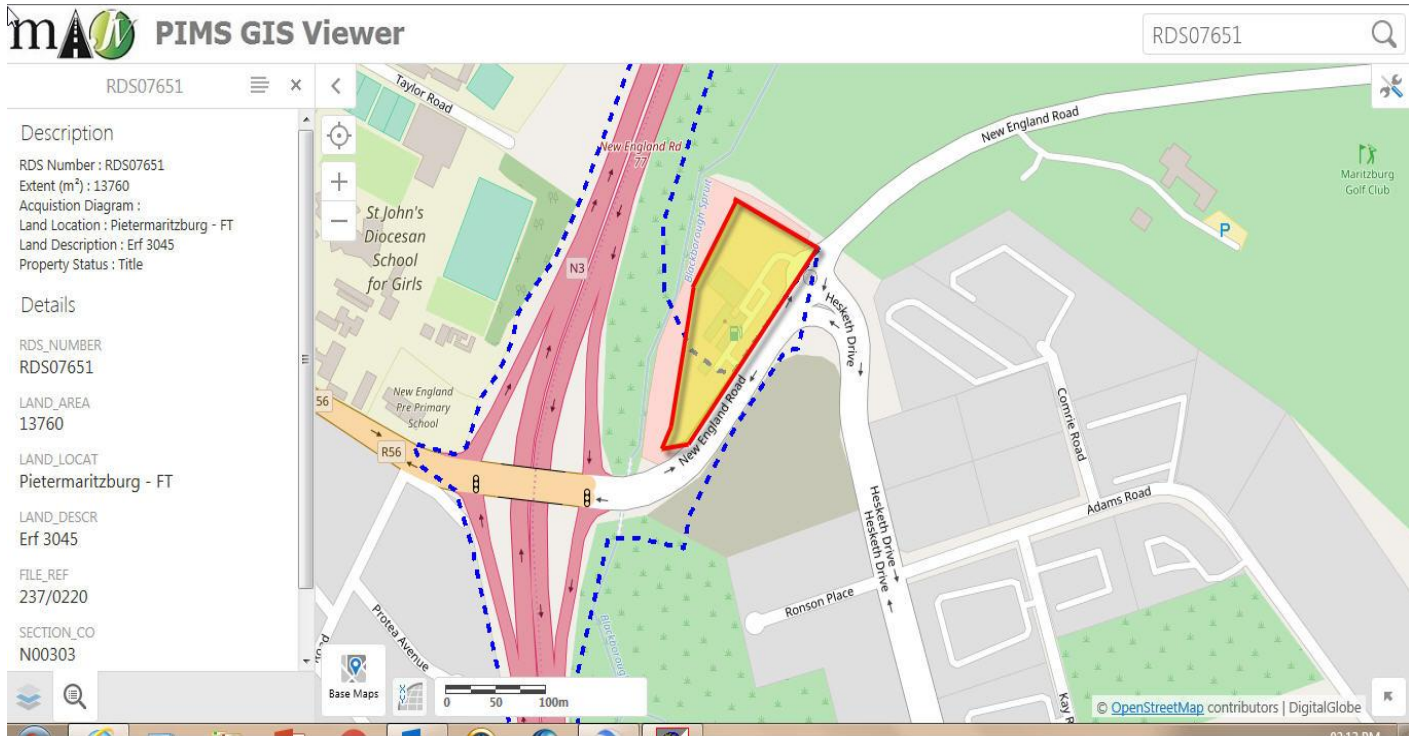
Name (print): _____

Identity Number: _____

ANNEXURE "A" PLANS DEPICTING THE LEASED AREA



ERF 3045 PIETERMARITZBURG - FT



ERF 3045 PIETERMARITZBURG - FT

ANNEXURE B

COMPANY/CLOSE CORPORATION/TRUST RESOLUTION
PLEASE ATTACH THE RESOLUTION TO THIS PAGE



ANNEXURE "C" – INSPECTION FORM (COMMERCIAL PROPERTY)

IMPORTANT:

- ◆ LESSOR and LESSEE must carry out a joint inspection 3 (THREE) days before LESSEE move in and Part 1 underneath must be completed.
- ◆ A final joint inspection must be carried out within 3 (THREE) days prior to the termination date and Part 2 underneath must then be completed.

PART 1: PRE-OCCUPATION INSPECTION

Farm name:

LESSEE: _____

Erf number (including portion no):

INTERIOR OF PREMISES

ROOMS OR OFFICE/S: ☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six

IF MORE, HOW MANY: _____

STOREROOM: ☐ Yes ☐ No Size: _____

PARTIONING: ☐ Yes ☐ No Details: _____

FLOOR COVERING: Type: (e.g. tiled) _____

WALL COVERING: Details: *(e.g. plastered / painted) _____

ROOF COVERING: CEILING: ☐ Yes ☐ No Details: _____

KITCHEN: ☐ Yes ☐ No Details of facilities: _____

BATHROOM & TOILET: ☐ Yes ☐ No Details of facilities: _____

SECURITY GATE/S: ☐ Yes ☐ No Details: _____



BURGLAR PROOF: ☐ Yes ☐ No Details: _____

TOTAL INTERIOR DOORS & TYPE/S: _____

DETAILS OF DOORS LEADING OUTSIDE: HOW MANY: _____ TYPE: _____

DETAILS OF LOCKS ON EXTERIOR DOORS: _____

LIGHT FITTINGS: HOW MANY: _____ TYPE: _____

DETAILS OF ANY OTHER IMPROVEMENTS & APPURTENANCES:

INTERIOR:

Indicate condition: G = Good F = Fair P = Poor N = None Present
 W = Working order X = Not in working order

	BUILT-IN CUPBOARDS	PAINTWORK	CARPET / FLOOR TILES	WINDOWS / GLASS	LIGHT FIXTURES	LIGHT CABLES	DOORS	LOCK	BURGLAR BAR	BASIN	PARTIONING	CEILING
KITCHEN												
STOVE: Y <input type="checkbox"/> N <input type="checkbox"/> MODEL: _____ Working Order: Y <input type="checkbox"/> N <input type="checkbox"/> Zinc: Y <input type="checkbox"/> N <input type="checkbox"/>												
BATHROOM												
ROOM/OFFICE 1												
ROOM/OFFICE 2												
ROOM/OFFICE 3												
ROOM/OFFICE 4												

ROOM/OFFICE 5												
ROOM/OFFICE 6												

LIST OF ANY OTHER DEFECTS NOT INDICATED ABOVE,

EXTERIOR:

EXTERIOR	Good	Fair	Poor	None Present
ROOF				
WALLS (Structure)				
GUTTERS Y <input type="checkbox"/> N <input type="checkbox"/>				
PAVING Y <input type="checkbox"/> N <input type="checkbox"/>				
GARDEN (outside taps) Y <input type="checkbox"/> N <input type="checkbox"/>				
FENCE: Normal <input type="checkbox"/> Electrical <input type="checkbox"/>				
GATE				
CARPORT				
GARAGE				

LIST OTHER IMPROVEMENTS OR DEFECTS NOT INDICATED ABOVE IF ANY (ADD PAGE IF NOT ENOUGH SPACE):

[illegible]

PREMISES INSPECTED TO CONFIRM OCCUPANCY STATUS:

- ☐ Verified – no occupants found on the PROPERTY
☐ Illegal occupants found: FULL DETAILS OF LOCATION & NAMES (ADD PAGE WITH DETAILS)

Signed at _____ on this the _____ day of _____ 20____

LESSEE: _____

Print name: _____

Identity number: _____



LESSOR: _____

Print name: _____

Identity number: _____

Time: _____ h _____

PART 2: PRE-EXPIRATION INSPECTION

a. Verify if the status or condition of any of the items as listed during the Pre-occupation inspection have changed. If so, furnish full detail, costs to repair damages and / or replace lost keys, etc.

b. Results:

- ☐ PREMISES INSPECTED – NO DAMAGES FOUND **OR**
☐ DAMAGES FOUND –THE FOLLOWING MUST BE REPAIRED OR REPLACED:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

R	C

TOTAL

- c. ☐ PREMISES inspected: LESSEE’S employees vacated.
☐ PREMISES inspected: LESSEE’S employees not vacated.
- d. Before any refund of the LESSEE’S deposit will occur, damages will be repaired, lost items replaced and subtracted from the deposit held. Proof of expenditure will be furnished to the LESSEE on request.



- e. Should any occupiers be found as indicated above in Item b during this inspection, the LESSEE'S deposit will be retained until all occupiers have vacated the PREMISES and/or PROPERTY as specified in Part C, clause 31.4.

Signed at _____ on this the ____ day of _____ 20 ____

LESSEE: _____

Print name: _____

Identity number: _____

LESSOR: _____

Print name: _____

Identity number: _____

Time: _____ h _____

SANRAL
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

ANNEXURE D – LEASE DIAGRAM

SANRAL

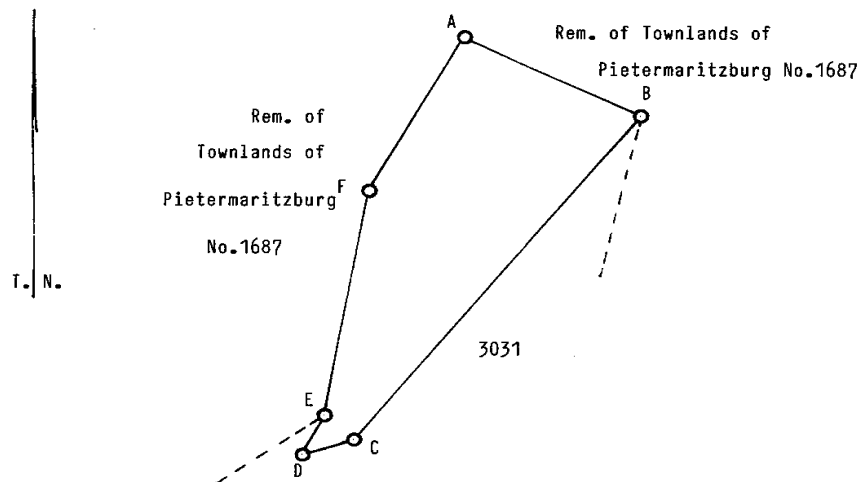
SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD



BUILDING SOUTH AFRICA
THROUGH BETTER ROADS

TD-DIVISIONAL DIAGRAM

SIDES METRES	DIRECTIONS	CO-ORDINATES			S.G. No.
		Y SYSTEM	Lo 310	X	
	Constants				737/1984 <i>Approved</i> <i>H. H. Dicks</i> <i>Surveyor-General</i> 1984. 07. 03.
AB	91,34	296.42.50	A	+ 50000,00	+ 3270000,00
				+ 7209,50	+ 7103,22
BC	218,66	37.23.40	B	+ 7127,91	+ 7144,28
CD	25,74	70.43.10	C	+ 7260,70	+ 7318,00
DE	23,49	204.52.30	D	+ 7285,00	+ 7326,50
EF	122,99	189.50.30	E	+ 7275,12	+ 7305,19
FA	92,28	208.54.00	F	+ 7254,10	+ 7184,01
		181J4 ⊕		+ 7535,21	+ 7334,83
		182J4 ⊕		+ 7594,66	+ 7442,86



BEACON DESCRIPTION.

- A.B.E. 12mm iron peg in concrete
- C.D. 12mm iron peg
- F. 12mm drill hole in concrete edge of manhole

SCALE: 1 : 3000

The figure A.B.C.D.E.F.

represents 1,3760 Hectares

of land, being

LOT 3045 PIETERMARITZBURG.

situate in the City of Pietermaritzburg,

Province of Natal.

surveyed in November 1983 - January 1984
by me May

H. H. Dicks
Land Surveyor

This diagram relates to D/T

No. 23649/1985

The original diagram is G.V.

No. 38 Fol 7

~~Transfer~~/Grant

No. 1687

PLAN 10x10

File No. Pmb 3044

S.R. No. 280/1984

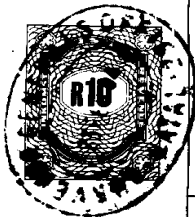
Comp. FT-5B-24C1

Degree Sheet 53

Registrar of Deeds.

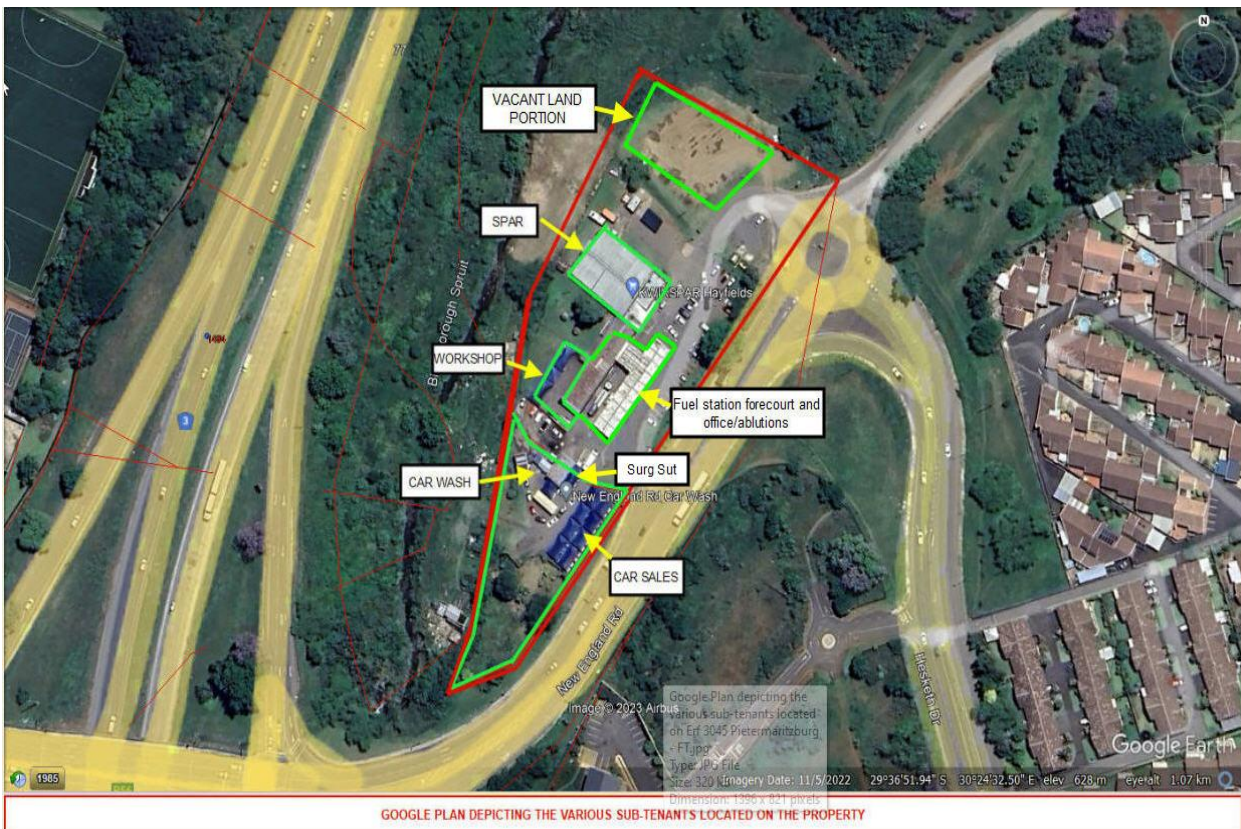
L. Backhouse (Pty) Ltd - Ref. pd 2200-SS 261

Reg. Div.
FT



S

ANNEXURE E – SITE LAYOUT



ANNEXURE F – ACCESS TO THE UNDEVELOPED PORTION





Contract Data: Information provided by the Lessee

The Lessee is: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

The authorised and designated representative of the Lessee is:

Name: _____

The address for receipt of communications is: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

**INFORMATION REQUIRED FOR THE PUBLICATION OF AWARD AS PER NATIONAL TREASURY
INSTRUCTION NOTE**

Name of Partners, Members or Directors	Appointment Date	Designation	Professional Registration Number

SECTION 5

DOCUMENTATION TO BE RETURNED TO SANRAL

Document 5.1	Details of Lessee
Document 5.2	Accreditation Form
Document 5.3	Invitation to Bid and Terms and Conditions for Bidding (SBD1)
Document 5.4	Lessee's Briefing Meeting
Document 5.5	Certificate of Intention to Submit a Tender
Document 5.6	Certificate of Authority for Signature
Document 5.7	Certificate of Single Tender Submission
Document 5.8	Registration on National Treasury Central Supplier Database (CSD)



Document 5.9	Certificate of Tax Compliance
Document 5.10	Declaration of Interests (SBD4)
Document 5.11	FICA Documentation (Finance Intelligence Centre Act,38 of 2001)
Document 5.12	Confirmation of Lessee's Financial Standing
Document 5.13	B-BBEE Verification Certificate Preference Points Claim Form in Terms of the Procurement Regulations (SBD6.1)
Document 5.14	Declaration of Lessee's Status of Any Debt Outstanding To SANRAL
Document 5.15	Schedule of Addenda to Tender Documents
Document 5.16	Certificate of Insurance Cover
Document 5.17	Declaration of Lessees' Litigation History
Document 5.18	Certificate of Fronting Practices
Document 5.19	Declaration of Domestic Prominent Influential Persons, Foreign) Prominent Public Officials and Foreign Influential Nationals (DPIPS, FPPOS & FINS)
Document 5.20	Certificate of permission to conduct due diligence investigation
Document 5.21	Financial Offer

DOCUMENT 5.1

DETAILS OF LESSEE

(Only applicable if tendered as a Natural Person)

Full names of the Lessee: _____

Marital Status: _____



Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

(Only applicable if the offer is made in the name of a legal entity such as a Partnership, Company, Close Corporation or Trust)

Name of Entity: _____

Registration Number: _____

Full names of person authorised
to act on behalf of entity: _____

Capacity: _____

Registered Address: _____

Postal Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

**DOCUMENT 5.2
ACCREDITATION FORM**

1 Name of the Lessee:

2 Status of the body operating the business:

2.1 Tick the relevant column below:

Sole Owner	<input type="checkbox"/>	Pty. Company	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Subsidiary	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>	Other.....	<input type="checkbox"/>

2.2 Registration Number: _____

2.3 Physical Address: _____

2.4 Postal Address: _____

2.5 Telephone Number: _____

2.6 Fax Number: _____

2.7 Email Address: _____

3. Contact Person of the business: _____

4 Name of Bank: _____

5 Name of Insurer: _____

6 VAT registration number (if registered): _____

7 Income tax reference number: _____

8 NHBRC registration number: _____

Signature : _____

On behalf of : _____

Witnessed : _____ Date : _____

DOCUMENT 5.3

SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

TENDER NO:

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PROWATCH JV					
BID NUMBER:		CLOSING DATE:	Thursday, _____ 2025	CLOSING TIME:	14:00
DESCRIPTION:	REQUEST FOR PROPOSALS FOR THE LEASE OF ERF 3045 PIETERMARITZBURG – FT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: Location of tender box: Reception Area _____ Physical address: _____ SANRAL KZN Provincial Office, 58 Van Eck Place, Mkondeni, Pietermaritzburg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON:		CONTACT PERSON:			
TELEPHONE NO:		TELEPHONE NO:			
FACSIMILE NO:		FACSIMILE NO:			
E-MAIL ADDRESS:		E-MAIL ADDRESS:			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		

CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

- 2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted, e.g. Company Resolution)

DATE:

DOCUMENT 5.4

LESSEE'S BRIEFING MEETING

TENDER NO:

Note to Lessee:

1. Scan a copy of completed and signed Certificate.

This is to certify that I,

representative of (insert name of Lessee)

of (address)

.....

telephone number.....



fax number

e-mail

Attended the tender briefing meeting on (date)

conducted by.....

in the presence of (Employer's representative)

LESSEE'S REPRESENTATIVE (Signature):

NAME (IN CAPITALS):

.....

SANRAL REPRESENTATIVE (Signature):

NAME (IN CAPITALS):

.....

DOCUMENT 5.5

CERTIFICATE OF INTENTION TO SUBMIT A TENDER

TENDER NO:

Notes to Lessee:

1.The duly completed certificate of intention to submit a tender must be submitted by whoever intends to tender for this particular tender prior to within seven (7) days from the date the tender is advertised. Failure to submit the certificate of intention to tender within the required period may render the Lessee non-responsive and SANRAL does not accept responsibility for any communication not received by the Lessee timeously.



- 2.Failure to submit this certificate would result in the Lessee not receiving addenda or additional issued information and may result in the Lessee being non-responsive if “any material amendment/s” contained in the addenda or additional information is not included in the tender offer/submission.
- 3.Late notification of intention to tender by a prospective Lessee will not necessarily result in the tender closing date being extended.
- 4.Should you intend to submit a tender for this particular tender please sign the certificate, scan and email the completed document to the email address indicated in this tender document.
- 5.The Employer shall send all correspondences, including Addenda, only to the Respondent’s email address as provided herein; in addition, the Employer shall upload all correspondences on SANRAL website and National Treasury eTender Portal.

This is to certify that I,

.....

representative of (insert name of Lessee)

of (address)

.....

.....

telephone number

fax number

e-mail

intends to submit a tender in response to the tender notice and invitation for tender this contract.

LESSEE'S REPRESENTATIVEDate
(Signature)

DOCUMENT 5.6

CERTIFICATE OF AUTHORITY FOR SIGNATURE

TENDER NO:

**Notes to Lessee:**

- 1) The signatory for the Lessee shall confirm his/her authority thereto by attaching on a tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. The Lessee shall attach the resolution to this form.
- 2) In the event that the Lessee is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition.
- 3) The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the Lessee's signatory.
- 4) In the event that authorisation is for more than 1 (one) project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.

By resolution of the board of directors/partners passed at a meeting held on

Mr/Ms _____, whose signature appears below, has been duly

authorised to sign all documents in connection with the tender for CONTRACT TENDER NO:

E/PWP23001/1: REQUEST FOR PROPOSALS FOR THE LEASE OF ERF 3045 PIETERMARITZBURG -

FT and any contract which may arise therefrom on behalf of *(enter name of Lessee in block capitals)*

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

.....
SIGNATURE

.....
SIGNATURE

.....



NAME (print)

NAME (print)

DOCUMENT 5.7

CERTIFICATE OF SINGLE TENDER SUBMISSION

TENDER NO:

Notes to Lessee:

1. This certificate serves as a declaration by the Lessee that a single tender was submitted.
2. In the case of a Joint Venture (JV) or a Targeted Enterprise or sub-contracted Key Person(s), a separate certificate is to be completed and submitted by each JV member, Targeted Enterprise or sub-contracted Key Person(s).

DECLARATION

I, the undersigned,

in submitting the accompanying tender on behalf of the Lessee do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the notes to, and the contents of, this certificate.
2. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, including a Joint Venture partner, a Targeted Enterprise or a sub-contracted Key Person(s), participate in more than 1 (one) tender.

SIGNATURE:

DATE:

NAME:

POSITION:



DOCUMENT 5.8

REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE GOVERNMENT (CSD)

TENDER NO:

The Lessee shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). Lessees who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Tender Data, Clause 18). In the case of a Joint Venture or a Targeted Enterprise, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider:

.....

Central Supplier Database Supplier Number:

.....

Supplier Commodity:

.....

Delivery Location:

.....



DOCUMENT 5.9

CERTIFICATE OF TAX COMPLIANCE

TENDER NO:

The Lessee shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL) our tax compliance status. For this purpose, our unique security personal identification number (PIN) is our tax reference number is
and our tax clearance certificate number is

In the event of a Joint Venture / Consortium, each member shall comply with the above requirement.

.....
SIGNATURE

.....
DATE

DECLARATION OF INTERESTS

TENDER NO:

Notes to Lessee:

- i. **Definitions:**
 - a. **"State" means:**
any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999); any Municipality of Municipal Entity; Provincial Legislature; National Assembly or the National Council of Provinces; or Parliament.
 - b. **"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.**
- ii. **In the case of a joint venture (JV), a separate declaration form is to be completed and submitted by each JV member.**
- iii. **If the Form is omitted or blank; or if the Lessee found to have failed to declare conflict or declare false information, the tender will be declared non-responsive and should it be discovered after the award of a contract, contract maybe terminated and Lessee will be ultimately restricted from doing business with the State.**

1. PURPOSE OF THE FORM

- 1.1. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor / directors / trustees / shareholders / members/ partners

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/shaving the deciding vote or power to influence or to direct the course and decisions of the enterprise.



or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars: -

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1. If so, furnish particulars: -

3. **DECLARATION**

I, the undersigned, (name) _____ submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



Position

Name of Bidder

DOCUMENT 5.11

**FICA DOCUMENTATION
(FICA INTELLIGENCE CENTRE ACT, 38 OF 2001)**

ATTACH RELEVANT FICA DOCUMENTATION TO THIS PAGE



DOCUMENT 5.12

CONFIRMATION OF LESSEE'S FINANCIAL STANDING

ATTACH RELEVANT DOCUMENTATION TO THIS PAGE

DOCUMENT 5.13

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (INCORPORATING SBD6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, THE LESSEE MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- ----- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- ----- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the bid, will be interpreted to mean that preference points



for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

PRICE POINTS: A maximum of 80 or 90 points is allocated for price on the following basis:

80 / 20 Points System

OR

90 / 10 Points System

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4 (2); 5 (2); 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Lessee will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of-
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below

The specific goals allocated points in terms of this tender	Criteria	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the Lessee)	Number of points claimed (80/20 system) (To be completed by the Lessee)
B-BBEE level	B-BBEE Level 1	10	20		

scorecard of the tendering entity.	B-BBEE Level 2	9	18		
	B-BBEE Level 3	6	14		
	B-BBEE Level 4	5	12		
	B-BBEE Level 5	4	8		
	B-BBEE Level 6	3	6		
	B-BBEE Level 7	2	4		
	B-BBEE Level 8	1	2		
	Non-compliant contributor	0	0		

Note to Lessees: The Lessee must indicate how they claim points for each preference point system

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number.....

5.3 TYPE OF COMPANY/FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct; and
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a) disqualify the person from the tendering process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the Lessee or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution, if deemed necessary.

 SIGNATURE(S) OF LESSEE(S)
SURNAME AND NAME:
DATE:
ADDRESS:

DOCUMENT 5.14

DECLARATION OF LESSEE'S CURRENT STATUS OF ANY DEBT OUTSTANDING TO SANRAL



TENDER NO:

Notes to Lessee:

1. The signatory for the Lessee shall complete and sign this form declaring the current status of (any) debt outstanding to SANRAL.
2. In the event that the respondent is a Joint Venture, a declaration is required from each member of the Joint Venture.

I, the undersigned, declare that:

1. the respondent or any of its Directors/Members do not have any debt outstanding to SANRAL, other than what is listed below:

.....
.....
.....
.....

2. the respondent and/or any of its Directors/Members freely, voluntarily and without undue duress unconditionally authorises SANRAL to set off any debts agreed to which is due and payable by the respondent or any of its Directors/Members in terms of this declaration against any moneys due to the respondent or any of its Directors/Members.

3. to the best of my knowledge the above information is true and accurate.

Signed and sworn before me at on the

..... day of 20.....

SIGNATURE

The deponent having:

1. Acknowledged that he/she knows and understands the contents hereof;
2. Confirmed that he/she has not objection to the taking of the prescribed oath;
3. That he/she considered the prescribed oath as binding upon his/her conscience; and
4. The Regulations contained in the Government Gazette Notice R1258 of July 1972 and R 1648 of August 1977 having been complied with.

.....
COMMISSIONER OF OATHS

DOCUMENT 5.15

SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

TENDER NO:

We confirm that the following communications received from SANRAL before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

DOCUMENT 5.16

CERTIFICATE OF INSURANCE COVER

TENDER NO:

Note to Lessee:

1. In the event of the Lessee being a joint venture/consortium, the details of the individual members must also be provided.

The Lessee shall provide the following details of this insurance cover:

- i) Name of Lessee:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity (for each and every case)
Company:
Value:
 - General public liability
Company:
Value:
 - Third party liability
Company:
Value:

DOCUMENT 5.17

DECLARATION OF LESSEE'S LITIGATION HISTORY

TENDER NO:

Note to Lessee:

1. The Lessee shall list below details of any litigation with which the Lessee (including its Directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED
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DOCUMENT 5.18

CERTIFICATE OF FRONTING PRACTICES

TENDER NO:

Fronting Practices



Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation.

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the dtic**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the dtic**.

Fronting Indicators

<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
<ul style="list-style-type: none"> • The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
<ul style="list-style-type: none"> • The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
<ul style="list-style-type: none"> • There is no significant indication of active participation by black people identified as top management at strategic decision-making level;
<ul style="list-style-type: none"> • An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;



<ul style="list-style-type: none"> • An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
<ul style="list-style-type: none"> • An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
<ul style="list-style-type: none"> • The enterprise displays evidence of circumvention or attempted circumvention;
<ul style="list-style-type: none"> • An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
<ul style="list-style-type: none"> • An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
<ul style="list-style-type: none"> • An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the Lessee do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade, Industry and Competition.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade, Industry and Competition, and B-BBEE Commissioner.

SIGNATURE:

DATE:

NAME:

POSITION:

DOCUMENT 5.19

DECLARATION OF DOMESTIC PROMINENT INFLUENTIAL PERSONS, FOREIGN PROMINENT PUBLIC OFFICIALS AND FOREIGN INFLUENTIAL NATIONALS (DPIP's, FPPO's & FIN's)

TENDER NO:

Notes to Lessee:

1. In line with a policy on the management of Prominent Influential Persons (PIP's), the purpose of this declaration form is to ensure maintenance and monitoring of the business relationships with prominent, influential stakeholders who have domestic and/or foreign influence as far as the procurement under the management of the Employer is concerned. This is done to mitigate the Employer's perceived association, reputational, operational or legal risk, as it strives to foster and maintain fair and transparent business relations. (This policy is available on SANRAL's website: www.nra.co.za)
2. It is compulsory that all prospective and existing Lessees conducting business with the Employer, who potentially meet the definition of DPIP's, FPPO's or FIN's, complete this form by supplying credible information as required and submit together with their tender document.
3. Lessees are required at the tender stage to declare any DPIP's, FPPO's or FIN's involved in their tenders, as part of their submission.
4. Further, that Lessees shall at the tender stage furnish the Employer of all information relating to namely, shareholders names, identity numbers and share certificates of the individual and/or transaction concerned using the form below, for verification purposes, including where applicable, confirmation as it relates to:
 - i. Knowledge of any offence within the meaning of Chapter 2, Section 12 and 13 of Prevention and Combating of Corrupt Practices Act No 4 of 2006; and/or
 - ii. Knowledge of any offence within the meaning of Chapter 3 of Prevention of Organised Crime Act No 121 of 1998 as it relates to any of the shareholders, directors, owners and/or individual link to the Lessee.
5. Lessees undertake that should it be discovered that the information provided in the table below is fraudulently or negligently misrepresented, then Chapter 9, Section 214 and 216 of Companies Act No 17 of 2008 shall apply to shareholders, directors, owners and/or individual link to the Lessee.
6. Should the Lessee fail to declare or supply the Employer with credible information in the prescribed form, the tender may be rendered invalid.
7. Should the Employer, in the process of conducting verification and investigation of information supplied by the Lessee find out that the information poses a reputational risk, the tender shall be rendered invalid.
8. The following definitions shall apply:
 - i. "Board" means the Board of Directors or the Accounting Authority of the Employer.
 - ii. "Business relationship" means the connection formed between the Employer and external stakeholders for commercial purposes.
 - iii. "DD" means Due Diligence.
 - iv. "Domestic Prominent Influential Person" means an individual who holds an influential position, including in an acting position for a period exceeding 6 (six) months, or has held at any time in the preceding 12 (twelve) months, in the Republic, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - v. "DPIP" means a Domestic Prominent Influential Person.

- vi. “Family members and known close associates” means immediate family members and known close associates of a person in a foreign or domestic prominent position, as the case may be, as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017.
 - vii. “Foreign Influential National” means an individual who is not a South African citizen or does not have a permanent residence permit issued in terms of the Immigration Act No 13 of 2002, who possesses personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - viii. “Foreign Prominent Public Official” means (as defined in the Financial Intelligence Centre Amendment Act No 1 of 2017) an individual who holds or has held at any time in the preceding 12 (twelve) months, in any foreign country a prominent public function.
 - ix. “FPPO” means a Foreign Prominent Public Official.
 - x. “Improper influence” means personal power that induces another person to give consideration or to act on any basis other than the merits of the matter.
 - xi. “The Employer” means PropWatch JV
 - xii. “Senior Management” means the Executive Committee or its individual members.
9. A separate declaration is required from each DPIP, FPPO and FIN. In the event that the Lessee is a Joint Venture (JV), a separate declaration from each DPIP, FPPO and Fin from each of the Joint Venture (JV) members, is required.

Prominent Influential Persons (PIP's) Reporting Form

IDENTIFICATION PARTICULARS				
Primary Particulars	First Name	Surname	Middle Name	ID/Passport Number
Country Details	Country of Origin		Citizenship	Current Country of Residence
CURRENT STATUS AND BACKGROUND				
Current Occupation	Occupational Title		Status	
			Active	Non-active
Is the potential/business partner (mark with an “X” whichever is applicable):				
a DPIP	a FPPO	a FIN	Family member or Close Associate of a DPIP/FPPO/FIN?	
KNOWN BUSINESS INTERESTS				
No	Name of Entity	Role in Entity	Status	
1			Active	Non-active
2				
3				

4				
5				
6				
7				
8				
9				
10				

MEDIA REPORTS / OTHER SOURCES OF INFORMATION	
(Please reference all known negative or damaging media reports associated with the DPIP/FPPO/FIN)	

--

Reporting Person/s:

Full names:		
Designation:		
Department:		
Head of Department:		
Head of Department's signature:	Date:	
Reporting Person's signature:	Date:	

DECLARATION / UNDERTAKING BY THE LESSEE

I, the undersigned, declare that:

- the information furnished on this declaration form is true and correct.
- I accept that, any action may be taken against me should this declaration prove to be false.

Signature:

Name:

Position:

Date:



Name of Lessee:



DOCUMENT 5.20

CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION

TENDER NO:

Notes to Lessee:

- 1) The Lessee shall complete the declaration below.
- 2) In the event of a Joint Venture (JV), each member of the JV shall comply with the above requirements.

I, (name), the undersigned in

my capacity as (position), on behalf of

..... (name of company),

herewith grant consent that SANRAL or any of their appointed Service Providers may conduct a due

diligence investigation on (name of company)

to evaluate our ability to perform the contract as stipulated in the Tender Document, Section 3.

In addition, any information in this regard requested by SANRAL or any of their appointed Service

Providers, shall be submitted within the timelines of the request.

.....
SIGNATURE

.....
DATE

DOCUMENT 5.21

FINANCIAL OFFER

TENDER NO:

1. Unless stated otherwise all prices exclude VAT
2. The offer does not include any municipal charges, such as water, electricity, rates, taxes, sewerage, etc. The successful bidder will be responsible for these charges, in addition to a deposit equivalent to two (2) month's rental. The proposal is based solely on the rental amount for one (1) month.

I/We _____

hereby tender the amount of R _____

(_____

_____ *insert amount in words*)

for the lease of **ERF 3045 PIETERMARITZBURG – FT**

SIGNATURE: _____

Name (print): _____

Identity Number: _____

DATE: _____

WITNESS: _____



Name (print): _____

Identity Number: _____

DATE: _____