



**DISCLOSURE NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT  
68 OF 2008**

By signing directly below, the intended \_\_\_\_\_, confirms that this notice and the intended lease contract and its annexures, were provided to it, that it had time to study this notice, the intended lease contract and its annexures, prior to it signing and agreeing to the terms and conditions thereof, and that it understands, generally, the potential effect of all of the provisions of the intended lease contract and its annexures, but specifically, the highlighted clauses further explained in the next paragraph of this notice.

This notice is to explain to the intended **LESSEE** that the clauses highlighted in **bold** font and initialled, in the intended lease contract and its annexures, may contain a limitation of risk or liability, or an indemnification, of Eskom Holdings SOC Limited, the intended **LESSOR**, or constitute an assumption of risk or liability by the intended **LESSEE**. Clauses containing obligations of the intended **LESSEE** are not necessarily highlighted in bold-font, but are as important as all the provisions of the intended lease contract and its annexures.

Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Intended **LESSEE**

Witnesses:

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



## LEASE CONTRACT – STANDARD TERMS

### 1. PARTIES

#### 1.1. The parties (herein the “Parties”) are:

1.1.1. **Eskom Holdings SOC Ltd**, a public company incorporated in terms of the laws of South Africa, with **Registration Number 2002/015527/30**; and

1.1.2. \_\_\_\_\_, a public Company incorporated in terms of the laws of South Africa, with **Registration Number** \_\_\_\_\_, herein \_\_\_\_\_ presented \_\_\_\_\_ by:

\_\_\_\_\_

### 2. DEFINITIONS AND INTERPRETATION

2.1. In this Contract, unless the context indicates otherwise, the following expressions will bear the following meanings and cognate expressions will bear corresponding meanings:

2.1.1. **“Business Days”** means any day which is not a Saturday, Sunday or official public holiday in South Africa;

2.1.2. **“Commencement Date”** means the date the Contract comes into effect as indicated on Lease Schedule.

2.1.3. **“Common Areas”** means those portions of the Property of which the Leased Premises forms part, but which are not exclusively let to any LESSEE and which is commonly used and made available for use by the general public or any LESSEE. Common Areas do not include areas which are allocated for the exclusive use of the LESSEE, which would but for such allocation have been deemed to be common areas.

**“The Site”** – \_\_\_\_\_

The leased premises \_ square meters office space and \_ parking bay.

- 2.1.4. **“Contract”** means this lease contract with all its annexures and schedules
- 2.1.5. **“Expiry Date”** means the termination date of the Contract per Lease Schedule, under normal conditions.
- 2.1.6. **“Appurtenances”** shall mean all the standard appurtenances and appliances in the leased premises and includes, without prejudice to the generality of the term, all keys, locks, lights, light fittings, sewage pans, basins, water taps, electrical and plumbing appurtenances and all mirrors, windows, window handles and latches, plate glass, doors and handles, shop fronts, air conditioning or forced ventilation systems as well as any plant and equipment in the leased premises.
- 2.1.7. **“Purpose”** shall mean the type of business to be conducted in the Leased Premises as indicated in the Schedule.
- 2.1.8. **“Leased Premises”** means an area forming part of the Property, assigned to the LESSEE for its exclusive use under this Contract, per Lease Schedule.
- 2.1.9. **“Operating Costs”** means all costs relating to the following;
  - 2.1.9.1. cleaning services, general maintenance, garden services, refuse removal, sanitation, security services and the necessary equipment necessary to provide such services,
  - 2.1.9.2. insurance premiums relating to the Property and payable by the LESSOR,
  - 2.1.9.3. water,
  - 2.1.9.4. electricity or any other fuel and/or energy expenses, and
  - 2.1.9.5. any related types of services or equipment, in respect of the Property.
- 2.1.10. **“Period”** means a period commencing on the Commencement Date and terminating on the Expiry Date, which dates are per Lease Schedule.

- 2.1.11 “**Property**” means a piece of land with buildings or structures on it, of which the Leased Premises form a part, owned or operated by the LESSOR.
- 2.1.12 “**Pro-rata**” means the ratio which the lettable floor area of the Premises bears to the total lettable floor area of the Property;
- 2.1.13 “**Schedule**” means the schedule to this Lease outlining the material terms of this Lease;
- 2.1.14. “**Relevant Authorities**” means any government or similar department, commission, board, body, bureau, agency, authority, or administration body at national, provincial or local government level, having administrative jurisdiction over the Parties, the Leased Premises or the Property or any other matter addressed in this Contract.
- 2.1.15. “**Vis Maior**” means any unforeseeable or unavoidable event or the consequences of either, that could not be prevented or mitigated by exercising reasonable foresight, or where the exercise of such foresight and implementation of such measures resulting from such contemplation, could not reasonably have been expected from the Party affected by the event, which directly causes any Party to be unable to comply with all or a material part of its obligations under this Contract.

2.2. Any reference in this Contract to –

“**business hours**” means the hours between 8:00 and 17:00 South African standard time on any business day,

- 2.2.1. “**days**” means calendar days unless preceded by the word "business", in which case it will be any day other than a Saturday, Sunday or public holiday in South Africa,
- 2.2.2. “**Month**” means the period from the first day of a calendar month to the last day of such calendar month.

2.3. The words “**include**” and “**including**”, followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the words “**include**” and “**including**”.

- 2.4. Words and expressions defined in any clause will, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression, throughout this Contract.
- 2.5. Defined terms appearing in this Contract in title case will be given their meaning as defined.
- 2.6. Any reference to a statutory enactment will be construed as a reference to that enactment as it has been restated or amended at the time that an issue in respect of the enactment arises.
- 2.7. Unless specifically provided otherwise, any time period prescribed, excluding Month and the Period, will be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.8. If the due date for performance of any obligation in terms of this Contract is a day which is not a business day then the due date for performance of the relevant obligation will be the immediately succeeding business day.
- 2.9. The rule of construction that a term or condition of this Contract will be interpreted against the Party who was responsible for its wording, or for whose benefit the wording was inserted, will not apply.
- 2.10. No provision of this Contract will constitute a stipulation for the benefit of any person who is not a Party to this Contract.
- 2.11. In this Contract the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Contract.
- 2.12. Where written and/or signed notice is required in terms of this Contract, the terms "writing" and "signed" or their analogous forms, will for the purposes of notices of breach, variation, or termination of this Contract be construed as excluding sections 12 and 13 of the Electronic Communication and Transaction Act 25 of 2002, save that such a notice may be scanned after manual signature and then sent electronically.

### 3. LEASE

The LESSOR hereby lets to the LESSEE, which leases from the LESSOR, the Leased Premises on the terms and conditions contained in this Contract, for the use per Lease Schedule.

### 4. COMMENCEMENT AND DURATION

4.1. The Contract will commence on \_\_\_\_\_ and continue for the period of \_\_\_\_(**Months**) when it will terminate on \_\_\_\_\_.

4.2. The LESSEE shall, subject to its internal procurement processes and procedures, have an option to renew this Agreement of Lease for a further period as may be agreed to between the parties. Should the LESSEE decide to exercise the right of option, the LESSEE shall notify the LESSOR, in writing, no later than 1 (one) month prior to expiry of the lease period.

4.3. In the event that the LESSEE exercises the option, the monthly rental and Escalation Rate payable for the option period shall be such sum as may be agreed upon between the parties, and failing agreement, shall be determined by a registered valuer appointed by the parties. The determination of the said expert shall be final and binding on the parties. The fees for the said expert shall be paid by the parties in equal shares. All such rental shall be paid on the same monthly basis as all monthly rental is payable in terms of the lease.

4.4. All other terms and conditions of this Agreement of Lease shall remain the same and of full force and effect during the renewal period, unless otherwise amended and agreed to in writing by the parties.

4.5. In the event of any occupation of the Leased Premises by the Tenant after the expiration date stipulated in this Lease, without the parties having properly renewed the terms of the Lease Agreement and without a formal agreement, signed by both the Landlord and the Tenant, having been concluded for any reason whatsoever and irrespective of any oral discussions, representations, negotiations and correspondence that may have been exchanged between the Landlord and the Tenant, the Tenant shall be deemed to lease the Leased Premises on a monthly tenancy basis, on the same terms and conditions contained in this Lease.

**4.6.** Despite the content of clause 4.1 the LESSEE may terminate the Contract before the end of the Period. In such a case, the obligations incurred by the LESSEE prior to giving such notice remain intact and that the LESSOR is entitled to recover reasonable damages in accordance to commercial practise on the LESSEE for early termination of the Contract, which will be determined in the LESSOR's discretion having regard to at least the following factors:

- 4.6.1. The amount which the LESSEE is still liable to pay to the LESSOR to the remaining Period to expiry;
- 4.6.2. Losses suffered or benefits accrued by the LESSEE as a result of the LESSEE having entering into the Contract,
- 4.6.3. The length of notice of termination provided by the LESSEE,
- 4.6.4. The reasonable possibility of the LESSOR finding an alternative LESSEE, and
- 4.6.5. The general practice of the industry.

## **5. RENTAL AND OPERATING COSTS**

### **5.1. Rental:**

- 5.1.1. The LESSEE will pay the LESSOR a rental, as at inception of the Contract, or as increased on each anniversary date of the lease agreement (herein referred to as the "Rental").
- 5.1.2. The Rental for the first year of the Period is per Lease Schedule.
- 5.1.3. Rental is payable Monthly in advance, on or before the 7<sup>th</sup> day of the applicable subsequent Month.
- 5.1.4. In addition to and at the time of payment of the Rental, the LESSEE must pay Value Added Tax or any other taxes that may be due on the Rental from time to time.

and

## **5.2. Rental Escalation**

- 5.2.1 The Rental will increase annually on the anniversary of the Commencement Date, with the escalation percentage per Lease Schedule. Each year's Rental escalation will be calculated as a percentage of the immediately preceding year's Rental.

### **DEPOSIT (applicable)**

The LESSEE has paid to the LESSOR the amount of **R0.00** deposit when the contract was concluded between the LESSEE and Eskom.

Without prejudice and in addition to the other rights and remedies of the LESSOR, the LESSEE shall pay the LESSOR interest on any monies due but unpaid by the LESSEE to the LESSOR in terms of this lease, such interest to be calculated at the rate of 2% (two percent) per annum above the prime rate of interest charged from time to time and at the relevant time by the LESSOR's bankers on overdraft facilities, provided that the interest shall be compounded monthly from the due date for payment of the monies in respect of which the interest is chargeable until payment in full of such monies.

## **5.3. Operating Costs**

- 5.3.1. The LESSOR agrees to provide the operational services in terms of the operational costs to the LESSEE.
- 5.3.2. The LESSEE shall pay to the LESSOR, in addition to the rental provided for in this lease, its proportionate share of operating costs to be incurred by it in respect of the property.
- 5.3.3. If any such fees, rates and charges are paid by the LESSEE directly to a local or other authority, the LESSEE shall, if called upon to do so, exhibit to the LESSOR the confirmation of payment in respect thereof, and if any such fees rates and charges are paid by the LESSOR, the LESSEE shall make repayment thereof to the LESSOR immediately upon demand.

## **5.4. Permitted Use**

- 5.4.1. The TENANT shall be entitled to use the Leased Premises solely for the premises solely for the purposes set out hereto and for no other purpose whatsoever.



5.4.2. The Landlord does not warrant that the premises will not be let for similar purposes.

5.4.3. The Leased premises are suitable for the purpose for which it has been let.

5.4.4 **“The Site”** \_\_\_\_\_

## **5.5. Parking**

5.5.1. The LESSOR provides the amount of car parking facilities as set out in the schedule Item 6.

5.5.2 The said parking facilities shall be used for the parking motor vehicles and For no other purpose whatsoever, without the LESSOR's prior consent;

5.5.3. The LESSEE shall not use any space other than that allocated to it by the LESSOR, without the LESSOR's prior written consent;

5.5.4. The LESSEE agrees that it shall use the parking facilities at/in the building, including the entrance and exit ramps entirely at its own risk, whether or not its vehicle/s are parked servants or agents of the LESSOR. The LESSEE further agrees that it shall have no claim against the LESSOR, its servants or agents arising from any cause whatsoever including without limiting the generality thereof, theft, fire, impact or and the LESSEE indemnifies the LESSOR, its servants and agents against any claim whatsoever that any servant, agent or invitee of the LESSEE may have against the LESSOR its servants or agents arising out of the use by the LESSEE, its servants, agents or invitees of the parking facilities at/in the building.

5.5.5. The rental payable by the LESSEE to the LESSOR in respect of the parking shall be that amount as reflected in the Schedule.

5.5.6. The LESSOR shall be entitled to increase the amount referred to in clause 4.4.4 above, at the parking cost escalation percentage set out in the Schedule Item 10 hereto with effect from the first anniversary date of the lease and thereafter on each anniversary date for the duration of the lease.

**5.6. Payment of Rental, Operating Costs and parking**

- 5.6.1 Rental, Operating Costs, and parking charges, where applicable, must be paid to the LESSOR by way of electronic funds transfer.

**6. CONDITION OF LEASED PREMISES**

- 6.1. Prior to the LESSEE taking occupation of the Leased Premises, the Parties will do a joint inspection of the Leased Premises, inspecting at least the items listed in annexure C.
- 6.2. During the inspection, the Parties will prepare a list of all material defects to the Leased Premises, indicating which of these the LESSOR will have to repair before occupation. Failure of the LESSOR to provide COCs of the building as highlighted in annexure C will render this agreement to be null and void.
- 6.3. The Parties record that the Leased Premises is otherwise in good working order and that the garden, where applicable, is neat and properly maintained.
- 6.4. The list will be kept by the LESSOR and a copy will be provided to the LESSEE.
- 6.5. The LESSEE shall give the LESSOR written notice, within 30 (thirty) days after the commencement date, of any defects of any nature whatsoever in the leased premises or any appurtenances. Failing such notice, or after remedying of any defects stated in any such notice, the leased premises shall be deemed to be complete and without any defect therein and the LESSEE shall not, at any time thereafter, be entitled to claim that the leased premises were, at the commencement date, defective in any way whatsoever.
- 6.6. The LESSEE must, on termination of the Contract, return the Leased Premises in good order and condition, and maintained, fair wear and tear excepted.
- 6.6.1. The Parties will do a further joint inspection of the Leased Premises no more than 30 (thirty) business days prior to the termination of the Contract, at a mutually convenient time.
- 6.6.2. During this inspection, the Parties will prepare a list of all defects in

the Leased Premises, the cost of repair of which will be for the LESSEE's account, save if such defects and damage are not the responsibility of or were not caused by the LESSEE, its employees, agents or invitees, which the LESSEE will have to prove.

- 6.7. Upon vacation the Parties will do a final joint inspection of the Leased Premises no more than 3 (three) business days after the termination of the Contract, at a mutually convenient time.
- 6.8. The LESSEE shall have the option to either undertake the work required by the LESSOR above, alternatively to make payments to the LESSOR of the cost thereof, as determined by mutual agreement. In the event that the parties cannot agree on the cost of reinstatement the LESSEE shall be obliged to undertake the reinstatement as per the final joint inspection.

## **7. MAINTENANCE, USE AND CARE**

7.1. The Lessee shall: -

- 7.1.1. clean the interior of the Leased Premises and keep the Premises, all of its contents and any signage inside and outside of the Leased Premises, in a clean, orderly and sanitary condition;
- 7.1.2. insure and keep insured all its fixtures, fittings and installations and all goods in the Leased Premises;
- 7.1.3. not erect any aerial, satellite dish or other similar device on the roof or exterior walls of the Leased Premises or Building without the Lessor's prior written consent. Any aerial, satellite dish or other similar device so installed without such written consent, may at any time be removed by the Lessor without notice;
- 7.1.4. not use any televisions, music players, radios, loudspeakers or other similar devices in a manner so as to be heard or seen outside the Premises;
- 7.1.5. not attach to the walls or ceilings or place on the floor of the Premises any Appurtenances which do not adhere to load bearing restrictions. Load bearing restrictions as stipulated in Schedule.

- 7.1.6. not do or permit anything to be done that may be calculated to damage the walls or ceilings or any other portion of the Premises;
- 7.1.7. prevent any blockage of any sewer or water pipes or drains in or used in connection with the Premises and shall at its own cost remove any blockage or obstruction in any sewer or water pipes or drains serving the Premises exclusively, and where necessary repair the sewer, pipe or drain concerned;
- 7.1.8. at all times ensure that the Premises are free from infestation by vermin and should it be discovered that the Premises are infected with vermin, the Lessee shall be responsible for the payment of the cost of the fumigation or other treatment necessary to eradicate such vermin;
- 7.1.9. not do or cause or permit anything to be done in or about the Premises that may cause a nuisance or inconvenience or disturbance to the Lessor or to any other lessees of the Property or occupiers of the neighbouring properties;
- 7.1.10. not do anything, which in the sole opinion of the Lessor, may detract from the appearance of the Premises or of the Building;
- 7.1.11. not permit the accumulation of refuse in or outside the Premises;
- 7.1.12. at its own cost be responsible for ensuring compliance with the Occupational Health and Safety Act 85 of 1993 and shall provide and maintain a working environment that is safe and without risk to the health of all its employees, customers, visitors and contractors;
- 7.1.13. not contravene or allow the contravention of the Tobacco Products Control Act 83 of 1993 (including the regulations thereunder) by members of its staff or any person on the Premises. The Lessee further indemnifies and holds the Lessor harmless against any penalty imposed by any local, provincial, national or other authority as a result of the Lessee's failure to comply with the provisions of such Act and/or regulations;
- 7.1.14. ensure that the Common Areas are not used as eating places or general resting places by its employees or invitees and shall take all reasonable steps to ensure that the Common Areas are not misused by its employees and invitees in any way;

- 7.1.15. on vacating the Premises procure the issue by an electrical contractor approved by the Lessor of a valid certificate of compliance in respect of the electrical installations in the Premises;
- 7.1.16. at all times conduct its labour relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Premises, the Building and the Property;
- 7.1.17. comply with the Lessor's security and fire protection regulations which may exist in respect of the Building from time to time and undertakes to endeavour to secure compliance therewith by its employees;
- 7.1.18. maintain and replace where necessary all fluorescent bulbs, starters, ballasts and incandescent bulbs used in the Premises and shall be responsible, at its own cost, to maintain all lights in the Premises in proper order and clean condition;
- 7.1.19. keep and maintain in good order and condition any carpeting in the Premises, and shall, on the expiry or earlier termination of this Lease, deliver such carpeting to the Lessor in good order and condition, fair wear and tear alone excepted. It is specifically recorded that, for the purpose of this clause, "fair wear and tear" shall not apply to usage of the carpets other than for pedestrian traffic and shall not release the Lessee of its obligation to clean the carpets at regular intervals;
- 7.1.20. not allow anything to be stored or to remain outside the Premises. The Lessee hereby consents to the removal by the Lessor or its agents, at the Lessee's expense, of any items or objects which are not allowed to be stored or to remain outside the Premises in breach of the provisions of this clause;
- 7.1.21. not operate or permit to be operated in or about the Premises and/or the Common Areas, any coin or token operated vending machine or similar device for the sale of any goods, merchandise, beverages, sweets, cigarettes, other commodities or services, nor any scales, pay lockers, amusement devices and machines, without the prior written consent of the Lessor.
- 7.1.22. Maintain, repair and replace air-conditioning units installed in server rooms only.

7.1.23. Maintain and repair door handles, window panes, damaged glass.

**7.2. The LESSOR:**

7.2.1. The LESSOR must maintain, repair and replace at its expense and at appropriate times –

7.2.2. the structure and exterior of the Property, and

7.2.3. any geysers and plumbing installations supplying the leased premises

7.2.4. maintain gutters, drains and down pipes and keep clear of all blockages

7.2.5. repair and replace where necessary all appurtenances

7.2.6. fire equipment, sprinklers system, fire detection units and air-conditioning equipment save for split units installed in the Lessee's server rooms.

7.2.7. Servicing of glass doors

7.2.8. Maintenance of paintwork in good order and appearance

7.2.9. Maintenance of flooring in good order and appearance

7.2.10. Provision of security services for the property

7.2.11. Pest control, cleaning, hygiene maintenance of common areas

7.2.12. Refuse maintenance

7.2.13. Garden maintenance

7.2.14. effect any repairs, alterations, improvements or additions to the Property or any part thereof and erect scaffolding, landings and any other building equipment required,

7.2.15. may access any portion of the Leased Premises as may be reasonably necessary for the purposes set out in this Contract, provided that the LESSOR will not unreasonably interfere with the LESSEE's trading or business.

**7.3. Inspection:**

7.3.1 Should an inspection as stipulated in clause 6.1 require the input of an independent expert for the purposes of the assessment of any part of the Leased Premises, the LESSOR will appoint and pay for this expert.

**8. EXCLUSION OF LESSOR'S LIABILITY FOR DAMAGES**

8.1 The Lessor, its agents, contractors and employees shall not be liable for any injury, death and damages, (including without limitation, consequential damages and loss of profit) which the Lessee, its directors, members, employees, agents, invitees, customers or any other person may suffer for any reason whatsoever and the Lessee hereby indemnifies the Lessor against liability for any damages of any nature whatsoever (including without limitation, consequential damages and loss of profit) which the Lessee, its directors, members, employees, agents, invitees, customers or any other person may suffer on the Premises, the Building or the Property, unless caused by the willful conduct or negligence of the Lessor.

8.2 In the event of any interruption of any services or facilities or common services or facilities, or should any such services and conveniences or equipment become unusable, the Tenant shall not be entitled to a reduction of any amounts payable in terms of this Lease Agreement, or withhold or defer payment of any amounts or have any claim of whatsoever nature against the Landlord or its agents and/or employees, except in such instances where the Landlord was grossly negligent and the Tenant may furthermore not cancel this Lease Agreement. The Landlord will however use its reasonable endeavours to fix and/or repair such services and/or equipment.

**9. ALTERATIONS AND ADDITIONS TO THE PREMISES**

9.1 The Lessee shall not without the prior written consent of the Lessor, make any alterations or additions to, or interfere or tamper with any part of the Premises, or any other part of the Property.

9.2 The Lessee may, with the prior written consent of the Lessor, and at its own cost install fixtures, fittings or equipment in the Premises for the purpose of carrying on the Lessee's business, provided that the installation of such fixtures, fittings or equipment is in accordance and in keeping with the general finish of the Building, and provided that it shall prior to the termination of this Lease remove such fixtures, fittings or

equipment and repair any damage caused by the installation and/or removal of such fixtures, fittings or equipment.

- 9.3 If the Lessee does not remove any fixtures, fittings or equipment on vacating the Premises, these shall become the property of the Lessor and the Lessee shall not under any circumstances have any claim whatsoever against the Lessor for any such fixtures, fittings or equipment not removed, whatever the reason may be, whether or not they were carried out with or without the knowledge or prior written consent of the Lessor and whether or not they were removed and the Premises were reinstated. The Lessee shall however be liable to reimburse the Lessor on demand for any and all costs incurred by the Lessor in having such fixtures, fittings or equipment removed and the Premises reinstated on behalf of the Lessee.
- 9.4 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 the Architect shall be final and binding on both the parties.

## **10. DAMAGE OR DESTRUCTION**

- 10.1. Should the Leased Premises be destroyed or damaged, through any cause, to an extent which prevents the LESSEE from having beneficial occupation of the Leased Premises, then either Party may elect, within 2 (two) Months of such destruction or damage, to terminate the Contract on notice to the other Party.
- 10.2. Should the Leased Premises be destroyed or damaged, through any cause, but not to the extent as referred to in clause 10.1 and the tenant is able to partially occupy the leased premises, the Contract will continue in force, and the LESSOR must repair the Leased Premises within a reasonable time.



- 10.3. The LESSEE will be liable for the *pro rata* Rental for that period of the proportionate extent to which the LESSEE is able to occupy, as a result thereof.
- 10.4. Where the Parties dispute the extent to which the Leased Premises were destroyed or damaged, the dispute will be referred to an independent architect, acting as an expert and not as an arbitrator, whose decision in regard to such dispute will be final and binding on the Parties. If the Parties cannot agree the identity of the architect, either Party may request the Institute of Architects, or any substituted body, to appoint one. Any expense which may be incurred in referring such dispute will be borne equally by the Parties.
- 10.5. Where the Parties dispute the extent of the remission of Rental, the dispute will be referred to an independent professional valuer, acting as an expert and not as an arbitrator, whose decision in regard to such dispute will be final and binding on the Parties. If the Parties cannot agree the identity of the property valuer, either Party may request the South African Council of Property Valuers, or any substituted body, to appoint one. Any expense which may be incurred in referring such dispute will be borne equally by the Parties.

## **11. COMPLIANCE WITH LEGISLATION AND APPROVALS**

- 11.1. Each of the Parties will comply with all legislation, and requirements of all Relevant Authorities, applicable to the performance of their obligations in terms of this Contract.
- 11.2. The LESSEE will be responsible, at its expense, for obtaining any approvals, licenses and authorisations, or similar items in the broadest sense (herein "Approvals"), from any Relevant Authority and related to the use to which the Leased Premises is put.
- 11.3. The LESSEE must advise the LESSOR of any obligations or conditions imposed by any Relevant Authority in these regards.
- 11.4. Any contravention of applicable laws by the LESSEE shall constitute a breach of the lease and warrants termination of the lease agreement.

**12. NUISANCE**

- 12.1 The LESSEE will carry on and conduct its business in such a manner as not to constitute a nuisance to the LESSOR or any other LESSEE or to the owners or occupiers of neighbouring properties.

**13. CESSION AND SUB-LEASING**

- 13.1 The LESSEE may not assign all or any its rights or obligations under this Contract, sub-let the Leased Premises, or allow anyone else to occupy the Leased Premises without the LESSOR's written consent which consent shall not be unreasonably withheld.

**14. INSURANCE**

- 14.1 Each Party will take out insurance in respect of all risks which it is prudent for that Party to insure against, including any liability it may have as a result of its activities under this Contract and for loss, theft, destruction, death of or injury to any person and damage to property, including loss of or damage to its goods.

**15. LESSOR'S ACCESS TO THE LEASED PREMISES**

- 15.1. The LESSOR will have reasonable access to the Leased Premises, on notice to the LESSEE, for the purpose of inspecting them or effecting any repairs on or to the Leased Premises or any Installation.
- 15.2. The LESSOR may display any appropriate notices required for further letting or sale of the Leased Premises or the Property at any time that this may be required by the LESSOR.
- 15.3. The LESSOR may show the Leased Premises to any prospective LESSEE's from 3 (three) Months prior to termination of the Contract, and prospective buyers at any time prior to termination of the Contract, and any part of the Property, during reasonable hours on business days.

## 16. COSTS AND INTEREST

- 16.1. Amounts overdue under this Contract will bear interest from the due date to the date of payment at the overdraft rate charged by ABSA Bank Limited, pegged as at the date the payment became due.
- 16.2. Where the Parties engage in dispute resolution regarding this Contract, the successful Party is entitled to be awarded costs on an attorney and own client scale, save where the dispute resolver determines otherwise in a binding process.

## 17. BREACH

- 17.1. Should –
- 17.1.1. the LESSEE fail to pay the Rental or any other amount on its due date and such amount remains unpaid after the LESSOR has sent a notice demanding payment of the outstanding amounts within 7 (seven) days' of the date of the notice, or
  - 17.1.2. either Party commit a material breach of any term of this Contract, or
  - 17.1.3. either Party commit or permit any other breach of this Contract and fail to remedy such breach within 20 (twenty) days after written notice has been given to remedy such breach, or
  - 17.1.4. either Party be placed under provisional or final liquidation or business rescue, as the case may be, then the Party not in default may terminate this Contract immediately on written notice, without prejudice to any Party's rights to claim damages for breach or exercise any other remedies it may have in law.
- 17.2. While the LESSEE remains in occupation of the Leased Premises, and irrespective of any dispute between the Parties, the LESSEE will continue to pay all amounts due to the LESSOR in terms of the Contract on the due date for such amounts. The LESSOR will be entitled to recover and accept such payments without thereby abandoning any accrued rights or remedies. The LESSEE will then also be liable to pay a holding-over penalty which the LESSOR will determine.

## **18. NOTICES AND ADDRESSES FOR SERVICE**

- 18.1. The Parties select as their respective addresses for service of all notices and legal processes the physical addresses as set out in Lease Schedule of this Contract, provided that a Party may change its address for the purposes of receipt of any notices to any other physical address by written notice to the other Parties to that effect.
- 18.2. Such change of address will be effective 14 (fourteen) days after delivery of the notice of the change.
- 18.3. All other notices to be given in terms of this Contract will be given in writing, and will –
- 18.3.1. be delivered by hand at the physical address chosen, or sent by facsimile or e-mail to the numbers and addressed provided in Lease Schedule,
  - 18.3.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day, and
  - 18.3.3. if sent by facsimile or e-mail, be presumed to have been received on the date of successful transmission of the facsimile or delivery at the recipient server.
- 18.4. Notwithstanding the above, any notice given in writing, and actually received and acknowledged by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## **19. GENERAL**

- 19.1. This Contract constitutes the whole agreement between the Parties relating to the matters dealt with herein and no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract will be binding on either of the Parties. No addition to or variation, deletion, or termination of any or all terms and conditions of this Contract will be of effect unless reduced to writing and signed by the Parties.
- 19.2. No waiver of any of the terms and conditions of this Contract will be binding unless reduced to writing and signed by the waiving Party. Any such waiver will be effective only in the specific instance and for the specific purpose.
- 19.3. Failure or delay on the part of either Party in exercising any right or privilege provided for in this Contract will not constitute or be deemed a waiver thereof, nor will any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege.
- 19.4. Any term, condition, or clause of this Contract which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason, will be unenforceable only to the extent that it is so unenforceable, and the remaining provisions and clauses of this Contract will remain of full effect.
- 19.5. Any consent or approval required to be given by either Party in terms of this Contract will not be unreasonably withheld.

## **20. JURISDICTION**

The Parties consent to the jurisdiction of the Magistrate's Court for all matters and/or disputes arising out of this Contract, but this will not preclude any Party from instituting action in any other applicable court having jurisdiction.

## **21. SIGNATURE**

- 21.1. This Contract is signed by the Parties on the dates and at the places indicated below.
- 21.2. The persons signing this Contract in a representative capacity warrant their authority to do so.
- 21.3. This Contract may be executed in several counterparts, which will each be deemed an original, but all of which will constitute the same Contract.

Signed at \_\_\_\_\_ on \_\_\_\_\_.

As witnesses:

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

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

\_\_\_\_\_  
**The LESSOR**

Full name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_.

As witnesses:

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

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

\_\_\_\_\_  
**The LESSEE**

Full name: \_\_\_\_\_

Capacity: \_\_\_\_\_

### LEASE SCHEDULE

1. <b>Lessor</b>	
2. <b>Lessee</b>	Eskom Holdings SOC Ltd
3. <b>Premises</b>	
4. <b>Commencement Date</b>	
5. <b>Termination Date</b>	
6. <b>Duration</b>	
7. <b>Deposit</b>	R0.00
8. <b>Rental per month</b>	<p>1. Office :</p> <p>2. Basement Parking:</p> <p>3. VAT at 15%:</p> <p>4. Total:</p>
9. <b>Utility Charges per month</b>	Based on monthly consumption
10. <b>Domicilium</b>	