

PARKING LEASE AGREEMENT

Made and entered into by and between:

..... with reg:.....

herein represented bywho warrants that he/she is duly authorised to do so by the resolution of the above entity including its successors in title and assigns, hereinafter "**the LANDLORD**"

AND

TRANSNET SOC LIMITED, trading as TRANSNET PIPELINES with Reg No: 1990/000900/30 herein represented by _____ who warrants that she is duly authorised to do so by Delegation of Authority Conferred/granted to her by the Company, hereinafter "**the TENANT**"

1. Description of Property:

Erf

.....

Durban
4001

..... Undercover bays

2. Leased Premises:

TBC

3. Commencement date:

.....

4. Term/duration:

TBC

5. Termination date:

6. Monthly charges (excluding VAT)

**Basic Parking
Rental**

**Total in
incl vat**

From

Period

R.....

R.....

To

...

7. Domicilium Citandi et Executandi:

202 Anton Lembede Street
Durban
4001

7.1 LANDLORD:

.....

7.2 TENANT:

The Leased Premises as described in clause 2 above in the Schedule.

Email:@transnet.net

8.1 The Lessor has the Parking Bays available on the Property and wishes to lease the Parking Bays to the Lessee and the Lessee wishes to lease the Parking Bays from the Lessor,

8.2 The parties wish to record the terms and conditions of their Agreement in writing, as they hereby do.

9. COMMENCEMENT AND DURATION.

9.1 This Agreement shall commence on the and shall terminate on

9.2 The Lessee shall have immediate access to the Parking Bays from the Effective Date.

10. INITIAL PAYMENT AND DEPOSIT.

The monthly rental payable by the Tenant to the Landlord is specified in clause 6 above which shall be payable in advance without deduction or set off on the 1st day of each month.

10.1 The initial Payment shall be payable by the Lessee to the Lessor on or before the Effective date, which payment shall be effected via electronic funds transfer only. Such payment will be made in terms of Clause 6 above and no deductions or set off will apply.

10.2 No deposit shall be required in terms of this Agreement.

11. PARKING FEE

11.1 The Parking Fee shall be payable by the Lessee to the Lessor in respect of each month of this Agreement following payment of the initial payment.

11.2 Should the Lessee fail to make payment in accordance with Clause 6, the Lessor shall be entitled to exercise any remedy in terms of clause 12 below.

11.3 The Lessee shall pay Parking fees monthly in advance, on the date elected by the Lessee and lessor in terms of clause 12.

11.4 The Lessee shall withhold, defer, or make any deduction from any payment due to the Lessor, where the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

11.5 The Parking Fee and all other amounts payable by the Lessee in terms of this Agreement shall be inclusive of VAT, in so far as same is applicable.

11.6 The Lessee shall be entitled to claim any adjustment or remission of the Parking Fee for any reason.

12. BREACH

12.1 Should the Lessee default in any payment due in terms of this Agreement, or be in breach of any terms of this Agreement in any other way and fail to remedy such default or breach within 14 days (fourteen) days after receiving a written demand that the default be remedied, the Lessor shall be entitled, without prejudice to any other right or action or remedy available to the Lessor under the circumstances to:

12.1.1 Cancel this Agreement with immediate effect without any further notice.

12.1.2 Repossess the Parking Bays,

12.1.3 Recover damages from the Lessee in relation to the breach and the cancellation of this Agreement.

12.1.4 charge an interest of..... above the prime lending rate as charged by from time to time on any amount outstanding.

12.2 Clause 12.1 shall not exclude any of the ordinary lawful consequences of a breach by either Party and in particular the right of cancellation of this Agreement on the ground of a material breach going to the root of this agreement.

12.3 In the event the Lessor cancels this Agreement and the Lessee remains in occupation of the parking bays, with or without disputing the cancellation of this Agreement and the Lessee continues to tender payment of the Parking Fee which would have been payable to the Lessor but for cancellation, the Lessor may accept such payment without prejudice to and without affecting the cancellation as if the payments were payments on account of damages suffered by the Lessor by reason of unlawful holding over on the part of the Lessee.

13. CESSION, ASSIGNMENT, SUBLETING AND DISPORSAL

13 The Lessee shall not be entitled, except with the express prior written consent of the Lessor, to cede or assign any or all the rights and obligations of the Lessee under this Agreement, to sublet the Parking Bays in part or in whole or to allow any third party to unlawfully occupy the Parking Bays.

14. OBLIGATION OF A LESSOR

14.1. The lessor is responsible for giving access to the lessee for their use and enjoyment of the property for the duration of the lease.

14.2 Maintain the interior and exterior of the property.

14.3 Ensures that the lessee's enjoy an undisturbed use of the property e.g., the right to privacy.

14.4 Ensures that the lessee's vehicles are not blocked/obstructed by any other vehicles or activities inside the property.

15. NOTICES AND ALL LEGAL PROCESS

The tenant shall be responsible for the administration charges (parking fee) in the sum of **R..... (Excl. VAT)** Referred to in clause 11.5.

15.1 Each Party chooses as its address for all purposes under this Agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and any other purpose arising from this Agreement ("notice"), at the addresses stipulated in Clause 7 of this Agreement.

15.2 Any notice required or permitted under this Agreement shall be valid and effective only if it's in writing.

15.3 Any Party may by notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the 7 (seventh) day after the date of receipt by the Party who last received the notice.

15.4 Any notice to a Party contained in a correctly addressed envelope and the delivery by hand to a responsible person during the ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.

15.5 Any notice to a Party contained in a correctly addressed envelope and delivered by registered post to a Party's address, shall be deemed to have been received on the seventh day after posting.

15.6 Notwithstanding anything to the contrary herein, a written notice received by a Party, including a notice sent by e-mail, shall be adequate notice to it notwithstanding that it was not sent or delivered to its chosen address. For avoidance of doubt, the Parties record that no notice shall be permitted to be served via facsimile at all.

16. TERMS AND CONDITIONS APPLICABLE TO USE OF THE PARKING BAYS.

16.1 The location of the Parking Bays allocated to the Lessee shall lie solely in the discretion of the Lessor and may be changed from time to time by the Lessor and new parking bay/s allocated to the Lessee, this must however be done by way of written notification to the Lessee.

16.2 The Lessor and /or its nominated agent shall at times have the right to control the parking area/s of the Property and to change the allocation thereof and arrangements in respect thereof so as to restrict parking by the Lessee and its officers, client, agents, and employees, to temporarily close all or any portion of the parking areas, to discourage and restrict non-customer parking and generally control and do all things, which, in the judgment of the Lessor and /or its nominated agent, shall be beneficial to the Lessees of the Property as a whole and/or improvement, convenience and use hereof by Lessees and their customers. The Lessor and/or its nominated agent shall also be entitled to make and enforce rules and regulations with regards to the proper operation, maintenance and control of such parking area/s and driveways situated on the Property.

16.3 The Lessee and its directors, Principals, employees and /or clients and customers shall park their motor vehicles only on those parking bays designated for that purpose by the Lessor.

16.4 The Lessor shall ensure that all parking bays allocated to the Lessee are always accessible by the Lessee, its directors, principals, employees and or clients at all times.

16.5 In the event a parking bay is used by anyone other than the Lessee, its directors, principals' employees or clients, such vehicle shall be towed away at the expense of the Lessor.

17. SOLE RECORDS OF AGREEMENT

This agreement constitutes the sole record of the agreement between the Parties with regards to the subject matter hereof and no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement is intended to cancel prior arrangements, agreements, or understandings of any nature whatsoever that may exist between the Parties in regard to any aspect, matter or thing referred to herein.

18. NO AMENDMENTS EXCEPT IN WRITTING

No additional to, variation of, or agreed cancellation of, this Agreement (including of this clause) shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

19. WAIVERS

Neither party shall be regarded as having waived of, or precluded in any way from exercising, any right under or arising from this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to, the other Party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.

20. SURVIVAL OF OBLIGATION

Any relaxation or indulgence which the landlord may show to the tenant, and in particular acceptance by the lessor of rent after due date, shall in no way prejudice its rights hereunder.

21. CONFIDENTIALITY:

Each Party shall keep secret and confidential all and not disclose to any person any, information of and/or concerning the affairs of the other that they may have acquired in negotiating, settling and/or implementing this Lease. The aforesaid restriction with regards to disclosure shall not apply where disclosure is strictly necessary for the purpose of giving effect to this Lease, provided that, no Party shall use any such information for its own benefit. The obligations in this clause shall, to the degree necessary, not extend to information:

- a) which is in or comes into the public domain otherwise than through the default of any Party or an outsider.
- b) the disclosure of which is agreed to by the Parties.
- c) which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction.
- d) the disclosure of which is required by law, a stock exchange or other regulatory authorities.
- e) which is already known to the disclosing Party and is not subject to an obligation of confidence.
- f) which is independently developed by the disclosing Party without using proprietary information; and/or
- g) which is rightfully received from an outside party.

22. FORCE MAJEURE

No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riots, fire, explosion, catastrophic breakage or failure of machinery or apparatus, national defence requirements or compliance with or change in applicable law. This also includes any outbreaks of pandemics which results pronounciation of National State of Disasters and Lock downs.

23. EXCLUSION OF CLAIMS

The Lessee shall have no remedy against the Lessor unless as a result of gross negligence or wilful misconduct by the Lessor: -

23.1 by reason of the premises or the building or property or any part thereof or any installation 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 the lease or the Lessor causing damage to the premises or the building or the property, or arising out of *vis major* or *casus fortuitus* or any other cause either wholly or partly beyond the Lessor's control. In view of the provisions of this clause, the Lessee is advised to take the necessary steps to insure its interests

CONFIDENTIAL

DATED AND SIGNED at on this day of

..... 2023


WITNESS (LANDLORD)

DATED AND SIGNED at..... on this.....day of.....2023 .

WITNESS (TENANT)



Ann Gounder
Property Manager
Date: 29/10/2024



Petros Khumalo
Senior Support Services Manager
Date: 30 October 2024

CONFIDENTIAL