

AGREEMENT OF LEASE

ENTERED INTO BETWEEN

THE ELECTORAL COMMISSION

AND

.....

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AGREEMENT OF LEASE (OFFICE SPACE)

entered into between:

.....

herein represented by
in his capacity as the Municipal Manager and duly authorised thereto
(hereinafter referred to as "LESSOR")

(hereinafter together referred to as "PARTIES")

AND

THE ELECTORAL COMMISSION

established in terms of the Electoral Commission Act 51 of 1996

herein represented by

in her capacity as and duly authorised
thereto

(hereinafter referred to as "LESSEE")

WHEREAS

The LESSOR hereby lets to the LESSEE who hereby hires the Premises described herein on the terms and conditions as agreed upon by the PARTIES and set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall have the meanings assigned to them except where the context otherwise indicates:

1.1.1 "Agreement" means this agreement between the LESSOR and the LESSEE and such other documents that may form part of this Agreement;

1.1.2 "LESSEE" means **the Electoral Commission**;

1.1.3 "LESSOR" means;

1.1.4 "PARTIES" means **the LESSOR and the LESSEE**;

1.1.5 "Premises" means

1.2 Interpretation

1.2.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify, the terms of this Agreement nor any clause thereof.

1.2.2 In this Agreement, unless a contrary intention clearly appears:

(a) Words importing:

- (i) The male gender include the female gender;
- (ii) the singular includes the plural and vice versa;
and
- (iii) natural persons include created entities
(corporate or non-corporate) and vice versa;

(b) any reference to an enactment is to that enactment as at the date on which this Agreement has entered into force and as amended or re-enacted from time to time;

(c) if any provision in a definition is a substantive provision conferring rights or imposing obligations on any PARTY, notwithstanding that it is in the definition

clause, effect shall be given to it as if it were a substantive provision of this Agreement;

- (d) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- (e) expressions defined in this Agreement shall bear the same meanings in the appendices and project schedules to this Agreement unless specifically defined in the appendices and project schedules;
- (f) the word “day” denotes a business day, unless the context otherwise indicates;
- (g) any reference to a PARTY includes a reference to the PARTY’s authorised representatives, employees, agents or contractors.

2. DESCRIPTION OF THE PREMISES

The LESSOR hereby lets and the LESSEE leases the Premises known, measuring square meters

3. DURATION

3.1 This Agreement shall irrespective of the date of last signature by either PARTY commence on and shall terminate on

3.2 The Agreement will continue thereafter upon the same conditions if the LESSEE wishes to continue renting the premises.

3.3 This Agreement may be terminated by giving each PARTY thirty (30) days written notification.

4. RENTAL

- 4.1 The rental payable is the amount of inclusive of VAT, (Water and Electricity inclusive). The rental is payable monthly in advance and is payable before or on the first (1st) of each month.
- 4.2 The rental shall be payable into the bank account to be supplied by the LESSOR or at a place to be agreed upon by the PARTIES.

5. USE OF THE PROPERTY

The Property shall be used for warehouse and storage purposes only and shall not be used for any other purpose whatsoever without the LESSOR's prior consent.

6. CESSION

Neither PARTY shall be entitled to cede or assign all or any of their rights and obligations under this lease.

7. DUTIES OF THE LESSEE

The LESSEE shall:-

- 7.1 keep the Premises clean and tidy;
- 7.2 not bring into the Premises any article, which, by reason of its weight or other characteristics, is liable to cause damage to the Premises;
- 7.3 not leave refuse or allow it to accumulate in or around the Premises except in the refuse bins provided;

- 7.4 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises;
- 7.5 provide at the LESSEE's own expense all electric, fluorescent and incandescent light bulbs required in the Property;

8. MAINTENANCE, REPAIRS AND INSURANCE

The LESSOR shall at its own expense and without recourse to the LESSEE:-

- 8.1 repair any structural defect which may appear in the Premises or the buildings where same is situated during the course of this lease within a reasonable time after such defect has been notified to the LESSOR by written notice.
- 8.2 pay all the rates and taxes, including basic and service charges, levied in respect of the property or building.
- 8.3 insure the building and the leased Premises against any risks for which insurance is normally available.
- 8.4 be responsible for the maintenance and decoration of the exterior of the Premises and building including the roof, grounds and gardens and the parking area.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

The LESSEE shall not make any alterations or additions to the Premises without the LESSORS's prior written consent, which consent shall not be unreasonably withheld.

10. LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

The LESSOR's representatives, agents, servants and contractors may at all reasonable times, enter the Premises or any part of the Premises in order to inspect them, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function. The LESSOR shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Premises by the LESSEE.

11. DAMAGE TO OR DESTRUCTION OF THE PROPERTY

11.1 If the Property is destroyed or so damaged that it can no longer be beneficially occupied, this Agreement shall terminate when that happens unless the PARTIES agree otherwise in writing.

11.2 If the Property is significantly damaged but can still be beneficially occupied, this Agreement shall remain in force and the LESSOR shall repair the damage without undue delay but the rent shall be abated so as to compensate the LESSEE fairly for the effects of the damage and repair work on the enjoyment of the Property.

12. DOMICILIA AND NOTICES

12.1 For the purposes of this Agreement, or with regard to any matter arising from or in connection with this Agreement, the PARTIES choose as their respective domicilia citandi et executandi, the following addresses:

(a) LESSOR:

Physical address:

.....

Postal address:

Telephone:

Facsimile:

(b) LESSEE:

Physical address: **1303 Heuvel Avenue**

Centurion

Pretoria

Postal address: **Private Bag X112**

Centurion

0046

Telephone: **(012) 622 5700**

Facsimile: **(012) 622 5945**

12.2 Either PARTY shall be entitled to ten (10) days' prior written notice to the other PARTY to change its domicilium citandi et executandi stipulated in Clause 13.1 above.

12.3 Any notice or communication required to be given under this Agreement shall be valid and effective only if in writing.

12.4 Unless the contrary is proved, any notice or communication to a PARTY:

(a) Sent by prepaid registered post in a correctly addressed envelope shall be deemed to have been received on the fifth (5th) business day after posting;

- (b) delivered by hand to the address mentioned in Clause 12.1 above during ordinary business hours against written acknowledgement of receipt, shall be deemed to have been received on the day of delivery;
- (c) sent by facsimile to its chosen facsimile number stipulated in Clause 12.1 above, shall be deemed to have been received on the date of despatch, if the sender maintains a log created at the time of transmission indicating receipt.

13. Governing law and Ruling Language

- 13.1 This Agreement shall be governed by and be construed in accordance with the South African law.
- 13.2 All correspondence between the PARTIES and all documents pertaining to this Agreement shall be in English.

14. INDULGENCES

No indulgence, extension of time, relaxation or latitude which any PARTY ("the grantor") may show, grant or allow to any other PARTY ("the grantee") shall constitute a waiver by the grantor of any of its rights and the grantor shall not thereby be prejudiced or prevented from exercising any of its rights against the grantee which may have then already arisen or which may thereafter arise.

15. PARTIAL INVALIDITY

- 15.1 The invalidity of one condition of this Agreement shall not affect the validity of the other conditions.
- 15.2 Any discrepancy resulting as a consequence of the above shall be corrected by a condition consistent with the purpose of this Agreement.

16. SETTLEMENT OF DISPUTES

16.1 Any dispute or difference between the PARTIES arising from this Agreement shall be resolved in accordance with the procedures contained in Schedule A.

16.2 This Clause is severable from the rest of this Agreement and shall therefore remain in effect even if this Agreement is terminated.

SIGNED at in the presence of the undersigned

witnesses on this day of 2022.

AS WITNESSES:

1.

.....

For and on behalf of LESSOR

2.

SIGNED at in the presence of the undersigned

Witnesses on this day of 2022

AS WITNESSES:

1.

For and on behalf of LESSEE

2.

SCHEDULE A

SETTLEMENT OF DISPUTES (CLAUSE 16)

- A.1 In the event of any dispute between the PARTIES arising from this Agreement, the PARTY wishing to declare the dispute shall deliver to the other PARTY a written notice, which sets out:
- (a) A brief description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
 - (b) the relief sought.
- A.2 Within fourteen (14) days from the date of delivery of a notice of the dispute, the PARTIES shall attempt to settle such dispute by negotiation conducted in good faith among those representatives of each PARTY with the appropriate decision-making authority.
- A.3 If such individuals are unable to reach agreement within the said fourteen (14) day period, or such longer period as they may agree, the Dispute shall be referred to arbitration by a single arbitrator to be nominated by the Registrar of the Arbitration Foundation of Southern Africa (AFSA).
- A.4 In all respects the arbitration shall be conducted in accordance with the rules, requirements and procedures determined by AFSA.
- A.5 The PARTIES record that a non-refundable administration fee is payable on demand by AFSA, which fee shall be paid equally by the PARTIES.
- A.6 Any award, including an award for costs, made by the arbitrator shall be final and binding upon the PARTIES and shall be carried into effect by them and made an order of any competent court.
- A.7 The procedures in this Schedule shall not prevent either PARTY from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.