



*DEVELOPMENT THROUGH PARTNERSHIP*

**RFB60077: REQUEST FOR PROPOSAL FOR THE LEASE OF  
SUITABLE OFFICE ACCOMMODATION FOR THE CIDB  
PROVINCIAL OFFICE IN THE KWAZULU NATAL FOR A  
PERIOD OF 3 YEARS WITH AN OPTION TO RENEW**

**VOLUME 2 OF 4: LEASE AGREEMENT**

**LEASE AGREEMENT**

between

**CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (“CIDB”)**

and

**<<<insert >>>**

Registration number: **<<<Insert Registration Number>>>**

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Lessor

Witness

Lessee

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Lessor

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**1 PARTIES**

The parties to this agreement are(delete 1.1 or 1.1a as applicable):

1.1 \_\_\_\_\_ Registration Number if the Lessor is a Company or a Close Corporation represented by \_\_\_\_\_ duly authorized as per the attached resolution , hereinafter referred to as the Lessor

OR

1.1a \_\_\_\_\_(Insert Full Name and ID Number)\_\_\_\_duly confirmed as the Owner, hereinafter referred to as the Lessor

AND

**Construction Industry Development Board (“cidb”)** is a Schedule 3A Public Entity that was established by Act Of Parliament (Act 38 of 2000), hereinafter referred to as the Lessee represented by the CEO as duly authorised.

**2 DEFINITIONS AND RULES OF INTERPRETATION**

2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, the under-mentioned words and expressions have the meaning assigned to them and derivative expressions and words will have a corresponding meaning:

2.1.1 **“adjustment date”** means the date, or the last day of the period, mentioned in Item 10 of Schedule 1 on which the escalation rate comes into operation;

2.1.2 **“building”** – means the floor in the structure known by the name as set out in Item 12 of Schedule 1 and situated on the property set out in Item 6 of Schedule 1;

2.1.3 **“building manager”** – means the individual to be appointed by the Lessor who has minimum ten (10) years’ experience in managing commercial properties. The individual needs to have a good knowledge of landlord

Lessor

Witness

Lessee

Witness

tenant law, good communication skills and good customer service experience . The individual will responsible for managing the Premises , maintenance of the Premises and handling queries. The individual to be readily available, whose full cv and detailed knowledge and experience are provided in Schedule 4.

- 2.1.4 “**commencement rental**” means the monthly rental payable in respect of the first year of lease or, in the event of the first fixed period of the lease being less than one year, the rental determined for that period, the amount of which is stipulated in item 12 of Schedule 1;
- 2.1.5 “**commencement date**” means the date stipulated in item 11 of schedule 1 on which the lease commences;
- 2.1.6 “**escalation rate**” means the percentages mentioned in item 14 of Schedule 1, which adjusts the rental on every adjustment date;
- 2.1.7 “**Lessee**” means Construction Industry Development Board;
- 2.1.8 “**Lessor**” means the owner of the premises (or a sub lessor who warrants his authority to enter into the lease agreement with the lessee and attaches such authorization hereto) who, if he does not sign personally, is herein represented by the person mentioned in Item 16 of Schedule 1 who by his signature hereto warrants that he is authorized to sign this agreement on behalf of the Lessor;
- 2.1.9 “material breach” means breach or failure of performance under the agreement of a vital term of the agreement which goes to the root of the agreement.
- 2.1.10 “**occupant**” means Construction Industry Development Board;
- 2.1.11 “**occupation date**” means the date in which the occupant will take occupation of the premises after the completion of the tenant installation as per Schedule 2.
- 2.1.12 “**premises**” means the Building and/or the structure and/or land and or floor, or portions thereof mentioned in Item 2 of Schedule 1;

Lessor

Witness

Lessee

Witness

2.1.13 "**termination date**" means the date stipulated in Item 20 of Schedule 1 on which the lease terminates

2.2 **Rules of Interpretation:** In this Agreement: -

2.2.1 Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify any of the provisions of this Agreement;

2.2.2 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context -

2.2.2.1 any reference to the singular includes the plural and vice versa;

2.2.2.2 any reference to natural persons includes legal persons and vice versa; and

2.2.2.3 any reference to a gender includes the other genders.

2.2.3 The clause headings in this Agreement have been inserted for convenience only and shall not be considered in its interpretation.

2.2.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.

2.2.5 References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any right or obligation arising from or contemplated by this Agreement.

2.2.6 References to "**Parties**" shall include the Parties' respective successors-in-title and their respective cessionary and assignees.

2.2.7 References to a "**person**" shall include an individual, firm, entity, company, corporation, juristic person, responsible authority, and any trust, organisation, association or partnership, whether having separate legal personality or not.

Lessor

Witness

Lessee

Witness

- 2.2.8 References to any other contract or document shall include (subject to all approvals required to be given pursuant to this Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time.
- 2.2.9 General words preceded or followed by words such as "**other**" or "**including**" or "**particularly**" shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording and/or such specific example or examples.
- 2.2.10 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or other day officially recognised as a public holiday in the Republic of South Africa ("**Public Holiday**") in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 2.2.11 Unless the context clearly indicates a contrary intention, in this Agreement:
- 2.2.11.1 any reference to a "**calendar month**" or shall mean a period extending from the first to the last day, both days inclusive, of any one of the 12 months of the year; and
  - 2.2.11.2 any reference to a "**month**" shall mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month.
- 2.2.12 Where a conflict arises between words and numbers in any provision of this Agreement, effect will be given to the words.
- 2.2.13 Any term which refers to a South African legal concept or process, for example, without limiting the foregoing, liquidation or curatorship, shall be

Lessor

Witness

Lessee

Witness



deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject to.

2.2.14 No provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision.

2.2.15 Where this Agreement requires a Party to be "**reasonable**" in relation to an action or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, the Parties shall consult and co-operate with each other and continue to take action so as to achieve that action or omission until the Parties agree that it is not reasonable to take the action or to omit taking an action, provided that any actions or omissions required to be undertaken: -

2.2.15.1 shall always be commercially reasonable as regards both Parties; and

2.2.15.2 shall not be such as to result in the contravention of any Law.

2.2.16 The expiration or termination of this Agreement shall not affect provisions which expressly provide that they will operate after any such expiration or termination.

### 3 THE LEASE

3.1 The Lessor hereby leases the premises to the Lessee who hires the premises on the terms and conditions of this agreement, which incorporates the Schedules.

### 4 THE PERIOD

Lessor

Witness

Lessee

Witness

4.1 The period of the lease commences on the commencement date as mentioned in Item 11 of Schedule 1 and terminates on the termination date as mentioned in Item 15 of Schedule 1.

## 5 THE RENTAL

5.1 The commencement rental shall be as per the attached Schedule 3 of the agreement.

5.2 The lease commences with the commencement rental. Thereafter the rental shall escalate with the compounded escalation rate on each adjustment dates.

5.3 The rental shall be payable from the occupation date monthly in advance on or before the seventh day of each month into the Lessor's bank account.

5.4 The parties agree that all the rental payable in terms of this agreement shall include value-added tax where such tax is payable. The Lessor shall specify such tax for record and tax purposes separately from the basic rental.

5.5 The Lessor shall be liable to pay all the rates, taxes and levies in respect of the premises to the concerned authority as well as any and all increases therein.

5.6 The Lessor shall invoice the Lessee for the monthly rental 5 (five) business days before the last date of each month in a form which meets the cidb requirements and standards.

5.7 The Monthly invoice shall provide the particulars of :\_

- i. the rental payable in respect of each month;
- ii. the total deduction made (if any) in respect of repairs undertaken by the Lessee in terms of this Lease;
- iii. the total penalty deduction made (if any) in terms of this Lease ; and
- iv. the Net Rental payable after the deductions stipulated in Clause 5.7 (ii) and (iii) above.

## 6 USE OF PREMISES

Lessor

Witness

Lessee

Witness

- 6.1 The Lessee records that he will use the premises for the purposes specified in Item 21 of Schedule 1 and for no other purpose, except with the written consent of the Lessor, which consent shall not be withheld unreasonably.
- 6.2 The Lessor shall be obliged to obtain such consents and authorisations (excluding trade and other licences) as may be required by the competent authorities or title conditions to enable the Lessee to use the premises for the purpose referred in clause 7.1.

**7 OCCUPATION OF THE PREMISES**

- 7.1 The Lessor warrants the Lessee's right to free and undisturbed possession of the premises from the commencement date until termination date: Subject thereto that any delay in taking possession due to actions of the Lessee or the occupant, shall not be regarded as delay on the part of the Lessor.

**8 CONDITIONS OF THE PREMISES AT THE COMMENCEMENT DATE AND AT THE TERMINATION DATE**

- 8.1 Schedule 2 contains the details of the installations required by the Lessee, the party responsible for affecting these installations and the party who bears the costs in respect thereof. Schedule 2 also contains the obligations, if any, of the Lessee in regard to the removal thereof at the termination date.
- 8.2 Schedule 2 is to be submitted and agreed upon within five (5) days of the Lessor receiving the letter of appointment.
- 8.3 The Lessee shall, within five (5) working days of occupation, furnish the Lessor with three (3) dates and times, which dates must be within twenty-one (21) days of occupation, to convene a meeting to inspect the premises. The Lessor shall accept the date, from those furnished, that is suitable to him. At such meeting, shall jointly inspect the premises, so as to ascertain any damage or defect in the premises and the general condition of the premises and to record them in a list which all three parties shall sign.

Lessor

Witness

Lessee

Witness

- 8.4 The Lessor shall within fourteen (14) days of such inspection repair the defect(s).
- 8.5 Should the Lessor fail to comply with his obligations in respect of installations required by the Lessee , if any , or fail to repair the defect(s) , the Lessee shall notify the Lessor of such failure and unless the Lessor so complies within fourteen (14) days , save in emergencies , the Lessee shall be entitled to rectify those matters at his own expense and to deduct the costs thus incurred from the rental payable to the Lessor.
- 8.6 The Lessor shall furnish the dates and times at least fourteen (14) working days prior to the termination of the lease for the inspection of the premises after the termination of the lease. Within fourteen (14) days after the termination of the lease, the Lessor shall ensure the following lists are compiled: -
- 8.6.1 A list of all the items where both parties agree that such items are damaged or defective and that the Lessee is liable; and
  - 8.6.2 A list of the items, which are damaged, or defective and which in the opinion of the Lessor the Lessee is liable for, whereas the Lessee denies liability
- 8.7 The items recorded in the list contemplated in clause 8.6.2 shall be replaced as per the agreement between the parties. Should the parties fail to reach such an agreement, the dispute may by agreement between the parties be referred to an independent professional who shall act as a mediator.
- 8.8 The Lessee shall not be responsible for the payment of rent or damages during the month when the damages caused to the premises are being repaired.
- 8.9 On the termination of the Lease the Lessee shall not be responsible for returning the premises to its original state/condition.

**9 FIXTURES**

- 9.1 The parties agree that for the purposes of the interpretation of this clause and of this lease, fixtures shall refer to movable and immovable fittings installed by the Lessee and required for his purposes, such as computer cables and telephone systems. The Lessee shall be entitled, at his expense and with the written consent of the Lessor,

Lessor

Witness

Lessee

Witness

which consent shall not be unreasonably be withheld, to install fixtures (which shall remain the property of the Lessee) on the premises.

## 10 EXPENSES, MAINTENANCE AND REPAIRS

10.1 For the purposes of the interpretation of this clause and the lease, the parties agree that the words in the heading bear meanings assigned to them hereunder:

**“expenses”** – means those disbursements in respect of the premises which are occasioned by the ownership or the operation thereof, e.g. assessment rates, municipal levies, air conditioning and lift maintenance, insurance premiums , etc.

**“maintenance”** – means everything which is required to be done in order to enable the Lessee to return the premises to the Lessor on the termination date in the condition they were in at the commencement date, fair wear and tear expected;

**“repairs”** – means everything which is required to be done in order to achieve the same goal as that envisaged in the definition of “maintenance” , but which requires more labour and more expense than maintenance , such as the replacement of cables, taps, locks , windows, floor tiles , ceilings, geysers and the like. The parties agree that normal tear can through time require repairs.

10.2 Responsibilities of the Lessor -:

10.2.1 The responsibilities of the Lessor will be as per Schedule 5 attached to the lease agreement hereto.

10.3 Responsibilities of the Lessee:

10.3.1 The domestic cleaning of the interior of the premises

10.3.2 The domestic services such as the provision of toilet paper, soap, towels, etc.

10.3.3 The costs of water and electricity consumption to the extent that these are separately metered;

10.3.4 The costs of refuse removal and sanitary services;

Lessor

Witness

Lessee

Witness

10.4 In the event the premises being a portion of a building and it consequently being necessary to determine the Lessee's pro rata share in respect of maintenance or consumption of necessary services, the pro rata share of the Lessee, for the purpose of this agreement, shall be determined by calculating the area of the building. For the purpose of such calculation areas shall be determined from time to time by the SAPOA method for the calculation of rentable areas. Where the pro rata share or portion thereof is payable to the Lessor, the Lessee shall pay on receipt of a properly substantiated account. The parties agree that the Lessee's pro rata share (as contemplated in this clause) is the percentage as indicated in Schedule 1.

10.5 Should the Lessor neglect or fail to undertake repairs required within the premises and/or the building in which the Lessee's premises is located, the Lessee may notify the Lessor in writing of such failure, and should the Lessor still be in default thirty (30) days after receipt of such notification (or such longer period which the parties may have agreed upon) the Lessee shall at its sole discretion be entitled to either: \_

- i. undertake such repairs and to deduct the amounts thus disbursed by the Lessee in effecting such repairs from the rental due to the Lessor. A certificate by the Lessee of such repair costs shall be prima facie proof thereof; OR
- ii. charge the Lessor a penalty deduction in respect of such failure to effect repairs. The penalty so deducted by the Lessee shall not exceed ten (10) percent of the rental payable in the month following the expiry of the thirty (30) days default notice.

10.6 Should the Lessor fail to undertake the repairs after the Lessee has levied such penalty deduction as set out in Clause 10.5, the Lessor shall be deemed to be in material breach of this lease agreement.

**11 LIMITATION OF THE LIABILITY OF THE LESSOR**

11.1 The Lessor shall insure the building and shall maintain such insurance throughout the currency of the lease and any extension thereof. The Lessee may not after the commencement of the lease do, or allow anything that is contrary to the provisions, which cause an increase in the premiums of any insurance policy held by the Lessor over the property,

Lessor

Witness

Lessee

Witness

11.2 The Lessor will for the duration of the lease period maintain the building insurance to the amount of R <<<insert>>> and the general public liability insurance to the amount of R <<<insert>>>

11.3 The Lessor is to provide the proof of insurance as per clause 11.2 to the Lessee on an annual basis.

11.4 Should the Lessee do or cause to be done anything that causes an increase in the premiums of such policy, the Lessee will be liable for the increase in the premiums occasioned by the actions of the Lessee. The Lessor shall furnish to the Lessee proof from the insurer.

11.5 The Lessor shall be liable for any damage which the Lessee may suffer as a consequence of the rain , wind , hail , lightning , fire , riots , earthquake , storm , strikes , actions by the enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by the third parties , unless such damage is caused by the intent or negligence of the lessor , his employees or agents.

11.6 The Lessor shall not be liable for any accident, injury or damage incurred by the Lessee, his employees, agents or visitors. in or near the premises, unless it is the result of intent or negligence on the part of the Lessor, his employees or agents.

11.7 The Lessor shall be liable for any accident, injury or damage incurred by the Lessee, his employees, agents or visitors in or near the premises, if such accident , injury or damages are caused by the employees , contractors or agents of the Lessor.

## 12 FIRE FIGHTING EQUIPMENT AND LIFTS

12.1 The Lessor shall be obliged to install, maintain and operate on the premises fire extinguishing and fire detection equipment complying with the National Building Regulations And Building Standards Act (Act 103 of 1977) as amended, and/or other applicable legislation.

12.2 The Lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupational Health and Safety Act (Act 85 of 1993) as amended and/or any applicable legislation.

Lessor

Witness

Lessee

Witness

12.3 Should the Lessor, fail to maintain or fix the fire extinguishing and fire detection equipment and lifts and/or escalators of the premises as per clauses 12.1 and 12.2 respectively, the Lessee shall, without prejudice to its other remedies under the agreement, charge the Lessor a penalty. The penalty so deducted by the Lessee exceed ten (10) percent of the rental payable in the month following the expiry of the thirty (30) days default notice.

12.4 Should the Lessor fail to undertake the repairs required in terms of this Clause 12 after the Lessee has levied such penalty deductions as set out in this clause, the Lessor shall be deemed to be inmaterial breach of this lease agreement.

12.5 Should the Lessee do or cause to be done anything that causes an increase in the premiums of such policy, the Lessee will be liable for the increase in the premiums occasioned by the actions of the Lessee. The Lessor shall furnish to the Lessee proof from the insurer.

**13 DAMAGE TO OR DESTRUCTION OF THE PREMISES**

13.1 In the event of the premises being destroyed and therefore rendered totally unfit for occupation, this lease shall be terminated automatically.

13.2 In the event of the premises being damaged and remaining partially suitable for the purpose of the Lessee, the parties shall have the right to terminate the agreement forthwith. Should the parties continue with the agreement, the Lessee shall be entitled to a reduction in rental to the extent to which the Lessee is deprived of the full use of the premises.

**14 DISPUTE RESOLUTION**

14.1 Any dispute arising between the Parties in respect of the Lease shall in the first instance be referred in writing to the managers of Lessee and the Lessor respectively by either Party for resolution. The managers of the Parties shall meet within five (5) business days after receiving the written referral of the dispute and shall use their best endeavours to resolve the dispute within the time foregoing.

Lessor

Witness

Lessee

Witness



14.2 If the managers fail to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in clause 14.1 above , then either Party shall be entitled to immediately institute legal proceedings in a competent court.

14.3 Notwithstanding anything to the contrary contained in this clause 14 , any party shall be entitled to approach a competent court for an appropriate relief.

**15 BREACH**

15.1 In the event of either one of the parties committing a material breach of any of the terms of this agreement , and failing to remedy such material breach within a period of thirty (30) days , after receipt of a written notice from the other party calling upon the defaulting party to remedy the material breach complained of , then :-

15.1.1 the aggrieved party will be entitled, at its sole discretion, and without any prejudice to any of its rights in law and/or in terms of this agreement, either to :

- a) claim specific performance /or
- b) cancel the agreement and/or
- c) claim damages from the defaulting party.

**16 MANAGEMENT RULES**

16.1 The Lessor will furnish the Lessee with all the Management Rules, if any, prior to entering into this agreement

**17 REASONABLE ACCESS**

17.1 The Lessor is, after reasonable prior notification to the Lessee, entitled to reasonable admission to the leased premises in order to carry out inspections, maintenance and repairs and to show the premises to prospective new Lessee's.

Lessor

Witness

Lessee

Witness

**18 CESSION, ASSIGNMENT AND SUB-LETTING**

18.1 The Lessee shall not, except with the prior written consent of the Lessor, which shall not be unreasonably withheld;

18.1.1 cede or assign all or any of the rights and the obligations of the Lessee under this lease; or

18.1.2 sublet the premises in whole or part; or

18.1.3 give up possession of the premises or any portion thereof to any third party.

it being an explicit provision of this agreement that the Lessee may substitute one occupant with another at its own discretion, taking into consideration the preferences (if any) of the Lessor

**19 NON-WAIVER**

19.1 Neither party shall be regarded as having waived , be precluded in any way from exercising , any right under or arising from this lease 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.

19.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing that party's obligations hereunder fully and timeously.

**20 SALE OF THE PREMISES**

20.1 Transfer of the premises from the Lessor pursuant to sale thereof shall not in any way affect the validity of this lease. It shall accordingly, upon registration of transfer of the premises into the name of the purchaser, remain of full factor and effect save that the purchaser shall be substituted as Lessor and acquired the rights and be liable to fulfil;

Lessor

Witness

Lessee

Witness

all the obligations which the Lessor, as the Lessor, enjoyed against or liable to fulfil in favour of the Lessee in its use and enjoyment of the premises.

20.2 Nothing shall prevent the Lessor from advertising the premises as "for sale" or as "to let" as long as it does not disturb the Lessee in its use and enjoyment of the premises.

## 21 TERMINATION

The Lessee shall be entitled to terminate the agreement by giving one (1) month written notice in the event that the Lessee is reasonably of the opinion that there is no need to lease the premises.

## 22 CONFIDENTIALITY

22.1 Each Party will keep confidential and will not disclose to any person: -

22.1.1 the details of this Agreement, the details of the negotiations leading to the conclusion of this Agreement, and the information handed over to such Party during negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement; and

22.1.2 all information relating to the business or the operations and affairs of the Parties,

(together the "**Confidential Information**") unless the prior written consent of the other Party has been obtained.

22.2 The Parties agree to keep all Confidential Information confidential and to disclose it only to their shareholders, officers, directors, employees, consultants and professional advisers who: -

22.2.1 have a need to know (and then only to the extent that each such person has a need to know);

22.2.2 are aware that the Confidential Information should be kept confidential;

Lessor

Witness

Lessee

Witness

22.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and

22.2.4 have been directed by the disclosing Party to keep the Confidential Information confidential,

and the Parties shall procure that each of its employees or representatives to whom such disclosure is made, shall keep the Confidential Information confidential.

**23 WHOLE AGREEMENT**

23.1 This is the entire agreement between the parties

23.2 Neither party relies, in entering into this agreement, on any warranties, representations , disclosures or expressions of opinion , which have not been incorporated into this agreement as warranties or undertakings.

23.3 No variation or consensual cancellation or this agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

**24 NOTICES AND LEGAL SERVICE**

24.1 The parties respectively choose as *domicilium citandi et executandi* and as the address for the serving of notices the address appearing opposite their names in Item 1 of Schedule 1.

24.2 Either Party may, on seven (7) days written notice to the other Party, change any of the addresses at which or the designated person for whose attention those notices, or other communications are given.

24.3 Any notice or other communication given by any Party to the other Party which:

Lessor

Witness

Lessee

Witness

- 24.3.1 is sent by registered post to the address at its specified address shall be rebuttably presumed to have been received by the addressee on the 7<sup>th</sup> (seventh) day after date of posting; or
- 24.3.2 is delivered by hand to the addressee during normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery; or
- 24.3.3 is transmitted by facsimile to the addressee during the normal business hours of the addressee at its specified facsimile number shall be rebuttably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report; or
- 24.3.4 is transmitted by electronic mail to the addressee during normal business hours of the addressee at its specified electronic mail address shall be rebuttably presumed to have been received by the addressee on the date of transmission as reflected on the sender's electronic mail records.

**25 GOVERNING LAW AND JURISDICTION**

25.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of South Africa.

25.2 Subject to Clause 15, both Parties agree that the courts of South Africa shall have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

**26 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

Lessor

Witness

Lessee

Witness

Signed at.....on this the ..... day of ..... 2020

**Witness**

for **cidb**

.....

.....

duly authorised as per delegation of authority

Signed at.....on this the ..... day of ..... 2020

**Witness**

for <<<insert>>>

.....

.....

duly authorised as per the attached resolutions



Lessor



Witness



Lessee



Witness

## SCHEDULE 1

1.	Physical Address – Lessor	
2.	Postal Address – Lessor	
3.	Fax Number :	
4.	Physical Address – Lessee	
5.	Postal Address – Lessee	
6.	Premises Leased	
7.	Floor Area Leased	
8.	Storage	
9.	Parking	
10.	Adjustment Date	
11.	Commencement Date	
12.	Commencement Rental	
13.	Occupation Date	
14.	Escalation Rate	
15.	Lease Period	
16.	Lessor/ Lessor's Representative	
17.	VAT Registration Number.	
18.	Pro rata share	
19.	Renewal Period	
20.	Termination Date	
21.	Use of Premises	
22.	Lifetime of carpeting	

Lessor

Witness

Lessee

Witness

**SCHEDULE 2 - TENANT INSTALLATION**

**(TO BE SUBMITTED AND AGREED UPON 5 DAYS AFTER RECEIPT OF THE LETTER APPOINTMENT BY THE LESSOR)**

Lessor

Witness

Lessee

Witness



**SCHEDULE 3 – PRICING/RENTAL**

*(to be updated in line with submitted SBD 3.1)*

Lessor

Witness

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**SCHEDULE 4 - BUILDING MANAGER'S FULL DETAILS**

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**SCHEDULE 5 –**

Note: The cidb is not prepared to accept responsibility for services or costs involved within grey coloured columns. *(Indicate where applicable)*

<b>2.1. Services</b>	<b>cidb</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
2.1.1. Water consumption			
2.1.2. Electricity consumption			
2.1.3. Sanitary services			
2.1.4. Refuse removal			
2.1.5. Domestic cleaning service			
2.1.6. Consumable Supplies			

<b>2.2. Maintenance</b>	<b>cidb</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
2.2.1. Internal maintenance			
2.2.2. External			
2.2.3. Garden (if applicable)			
2.2.4. Air conditioning			
2.2.5. Lifts			
2.2.6. Floor covering normal wear			

<b>2.3. Rates and Insurance</b>	<b>cidb</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
2.3.1. Municipal rates & Increases			
2.3.2. Insurance & Increases			
2.3.3. SASRIA insurance & Increase			
<b>2.4. Other Responsibilities</b>	<b>cidb</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
2.4.1. Contracts costs			
2.4.2. Stamp duty			
2.4.3. Fire Fighting equipment			
2.4.4. Cost of alterations			

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**SCHEDULE 6 - HELP DESK PROTOCOL**

**(TO BE SUBMITTED BY THE BIDDER AND TO BE DISCUSSED DURING THE  
NEGOTIATIONS STAGE)**

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