

# **LEASE AGREEMENT**

## MEMORANDUM OF AN AGREEMENT OF LEASE

*Made and entered into by and between :*

**RHODES UNIVERSITY**

*(hereinafter referred to as "the Lessor")*

and

.....

*(hereinafter referred to as "the Lessee")*

**THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS:**

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed below;

1.1 Leased Premises - shall mean the part of the building situated at  
.....

1.2 Floor Area - shall mean the floor area of the Leased Premises, excluding common areas such as passages, hallways, foyers and the like;

1.3 Agreement - shall mean the terms and conditions contained in this Agreement.

2. **INTERPRETATION:**

2.1 The clause headings in the Agreement are for reference purposes only and shall not be used in the interpretation hereof.

2.2 Unless the context clearly indicates a contrary intention, the expressions which denote:

2.1.1. any one gender, shall include all other genders;

2.1.2 a natural person, shall include an artificial person and vice versa;

2.2.3 the singular, shall include the plural and vice versa.

3. **THE LEASE:**

The Lessor lets to the Lessee who hires the Leased Premises on the terms set out In the Agreement.

4. **PERIOD OF LEASE:**

This Lease shall commence on the ..... and shall terminate on the .....

**RENTAL:**

5.1 The rental payable by the Lessee to the Lessor during the currency of this Agreement shall be as follows:

5.1.1 .....(.....)

5.1.2 An annual escalation will be applied to the rental at the beginning of each year.

5.2 The aforesaid rental shall be payable in advance on or before the first day of every month during the currency of this Agreement at as per the mechanisms described in the transit housing policy document.

6. **RATES AND TAXES**

6.1 The Lessor shall be liable for all rates and taxes levied in respect of the Building during this Agreement, provided that if such rates and taxes are increased at any time after the date of commencement of this Agreement

for whatsoever reason, the Lessee shall be liable for a pro rata share of such increase in such proportion as may be fair and equitable in the sole discretion of the Lessor.

6.2 The Lessee's liability for rates and taxes shall be paid to the Lessor within 10 (ten) days of demand.

7. **ADDITIONAL CHARGES:**

7.1 The Lessee shall be liable for payment of the following additional charges, subject to the provisions of clause 7.2:

7.1.1 Any charges levied by any local or other competent authority in respect of refuse removal, sewerage, sanitary, cleansing and other services rendered in relation to the Leased Premises during this Agreement;

7.1.2 all availability and consumption charges for electricity and gas available to and consumed on the Leased Premises during this Agreement;

8. **PERMITTED USE:**

Unless otherwise agreed to by the Lessor in writing, the Lessee shall use the Leased Premises as a **Residence** and only for activities related.

9. **SUITABILITY OF PREMISES:**

9.1 The Leased Premises are let to the Lessee as they stand and the Lessor gives no warranty that they are suitable for the Lessee's purposes or that they will be approved for such purposes by any local or other competent authority whose approval may be required.

9.2 The Lessor shall not be obliged to effect any repairs, renovations, alterations or improvements to the Leased Premises in order to render them suitable for the purposes of the Lessee or to conform to the requirements of any local or other competent authority as related to the business of the Lessee.

10. **OBSERVANCE OF REGULATIONS:**

The Lessee shall at its cost observe all laws, regulations and requirements of any local or other competent authority in relation to the use of the Lease Premises and the conduct of the Lessee's business therein.

11. **NUISANCE:**

The Lessee shall not allow disorderly conduct in the Lease Premises or carry on its business so as to constitute a nuisance to occupiers of neighbouring or adjoining premises.

12. **INSTALLATIONS:**

The Lessee shall not, without the prior written consent of the Lessor:

12.1 alter the electrical installations in the Leased Premises;

- 12.2 interfere with or overload the electrical or power installations in the Leased Premises;
- 12.3 install any air conditioning units in the Leased Premises;
- 12.4 attach to or place on any portion of the Leased Premises any machinery, equipment or other object that may cause stress or harmful vibration to any part of the Leased Premises;
- 12.5 attach to the exterior of the Building any radio or television aerial.

13. **PLATEGLASS:**

The Lessee shall maintain any plateglass in the Leased Premises in good order and condition and shall replace at its own cost any damaged or broken plateglass however that damage or breakage is caused.

14. **INSURANCE:**

- 14.1 The Lessee shall take all reasonable precautions to prevent fire and other perils from occurring on the Leased Premises and undertakes not to bring onto the Leased Premises any goods of a hazardous nature other than to the extent authorised in the insurance policy issued to the Lessor in respect of the Building from time to time.
- 14.2 If the Lessee wishes to bring any hazardous goods onto the Leased Premises other than to the extent authorised in the aforesaid insurance policy, the Lessee shall obtain the prior written consent of the Lessor, which consent shall not be withheld unreasonably if the terms of such insurance policy can be altered or extended to cover such risk If the

insurance company concerned shall require the Lessor to pay any additional or increased premium by virtue thereof, the Lessee shall be liable to pay same to the Lessor on demand

15. **WITHHOLDING OF RENTAL:**

The Lessee shall not be entitled to withhold or set-off payment of any amount due to the Lessor in terms of the Agreement by reason of the Leased premises or any part thereof being in a defective condition or in a state of disrepair or in consequence of any particular repair not being effected by the Lessor or by reason of any act or omission of the Lessor in relation to this Agreement.

16. **INTEREST:**

Any amount owing by the Lessee to the Lessor in terms of this Agreement which the Lessee shall fail to pay on due date shall bear interest at a rate equal to the prime overdraft rate charged from time to time to borrowers in the private sector by the Lessor's bankers, calculated from due date for payment to the date of final payment.

17. **ADVERTISING SIGNS:**

- 17.1 The Lessee shall not erect or paint on the Lease Premises or the Property any advertising signs without the prior written consent of the Lessor and then only subject to the conditions the Lessor may stipulate and in accordance with the regulations of any local or other competent authority whose permission may be

required. The Lessee shall furthermore keep and maintain such signs in good working order and in a clean and tidy condition at all times.

17.2 On termination of this Agreement the Lessee shall remove all advertising signs and shall at its cost repair any damage occasioned thereby.

17.3 The Lessee indemnifies and agrees to hold the Lessor harmless against all claims of whatsoever nature and description that may be made against the Lessor arising from the erection or operation of any such advertising signs and against all costs and expenses of whatsoever description pertaining thereto.

18 **BURGLARY:**

The Lessor shall at its cost repair any damage caused to the Leased Premises by reason of burglary or forced entry

19. **SUB-LETTING & ASSIGNMENT:**

The Lessee shall not be entitled to sub-let the Leased Premises or any part thereof nor to assign this Agreement nor to part with possession of the Leased Premises or any part thereof without written consent of the Lessor.

20. **MAINTENANCE:**

20.1 The Lessor shall at its cost keep and maintain in good order and condition,

20.1.1 the exterior of the Leased Premises, excluding window frames, window panes, door frames, doors and locks on windows and doors;

20.1.2 the roof of the Leased Premises;

20.1.3 the electrical wiring and plumbing in the Leased Premises.

20.2 The Lessor shall repair any defect in the exterior or roof of the Leased Premises reported to it by the Lessee within a reasonable period of receipt of such written notification from the Lessee.

21. **LIMITATION OF LIABILITY:**

The Lessee shall not have any claim against the Lessor for any loss, damage or injury which the Lessee, its agents, employees or invitees may suffer in consequence of the Leased Premises or the Building or any part thereof of any installation therein being in a defective condition or falling into a state of disrepair, unless the Lessor is liable in terms of this Agreement for the maintenance thereof and has failed to discharge its obligations within a reasonable period of receipt of a notice from the Lessee requiring the Lessor to attend to same. Nor shall the Lessor be liable for any loss, damage or injury which the Lessee may suffer in consequence of any interruption or failure in the supply of power or water to the Leased Premises

22. **MAINTENANCE BY LESSEE:**

The Lessee shall at its cost:

22.1 keep and maintain the interior of the Leased Premises (including window frames, window-panes, locks on doors and windows, sanitary works, machinery and other installations but excluding electrical wiring and plumbing) in good order and condition and appearance and shall keep painted all interior surfaces where paintwork is required;

22.2 ensure that the Leased Premises, including the windows and the yard, if any, are kept clean and that toilets are maintained in a sanitary condition;

22.3 replace all missing, broken or unserviceable keys and locks (the specifications of which shall be approved by the Lessor), panes of glass, light bulbs, switches, plugs and sockets in the Leased Premises;

22.4 remove any obstructions or blockage occurring in the drainage or sanitary works on the Leased Premises and if, as a result of such obstruction or blockage, it should become necessary to repair or replace any sewer. pipe or drain, then the Lessee shall be liable for same as its cost.

23. **WALLS & WOODWORK:**

The Lessee shall not be entitled to drive nails or similar objects into the walls or woodwork or ceilings of the Leased Premises without the prior written consent of the Lessor.

24. **ALTERATIONS, FIXTURES & FITTINGS:**

24.1 The Lessee shall not install any fixtures or fittings in the Leased Premises without the prior written consent of the lessor, which consent shall not be withheld unreasonably.

24.2 The Lessor shall be entitled to require the Lessee to remove, by the expiration or earlier termination of this lease, all or any of the fixtures or fittings installed by the Lessee in the Leased Premises

24.3 It shall be at the option of the Lessee to remove any fixtures or fittings prior to the expiration or earlier termination of this Agreement, the removal whereof is not required by the Lessor in terms of clause 24.2, provided that any fixtures and

fittings not so removed shall become the property of the Lessor without obligation to compensate the lessee in respect thereof.

The Lessee shall be obliged to make good any damage or blemishes occasioned to the Leased premises on removal of any such fixtures and fittings, whether such removal be at the instance of the Lessor or at the option of the Lessee, and shall reinstate the Leased Premises to their former condition, fair wear and tear excepted.

24.4 The Lessee shall not make any alterations or additions to the Leased Premises without the prior written consent of the Lessor. Any alterations or additions of a permanent nature effected to the Leased Premises shall become the property of the Lessor at the termination of this Agreement without obligation to compensate the Lessee in respect thereof.

25. **CONSENT OF LESSOR:**

The Lessee shall strictly observe all terms and conditions which the Lessor may impose in its discretion in furnishing any consent contemplated in this Agreement.

26. **ACCESS:**

The Lessor and its agents shall have reasonable access to the Leased Premises for the purpose of inspecting and repairing same and for the purpose of effecting such alterations as may reasonably be necessary for the maintenance or preservation of the Building

27. **RIGHT OF INTERVENTION:**

If the Lessee shall fail to discharge any of its obligations under this Agreement the Lessor shall be entitled, without prejudice to any other rights it may have in terms of this Agreement, to effect such compliance on behalf of the Lessee and to recover on demand from the Lessee all costs and expenses incurred by the Lessor in relation thereto.

28. **DESTRUCTION OR DAMAGE:**

- 28.1 If the Leased Premises are destroyed or damaged to such an extent as to render them substantially untenable, this Agreement shall terminate with effect from the date of such destruction or damage
- 28.2 If the Leased Premises are damaged but nevertheless remain substantially tenable, this Agreement shall not terminate provided that the Lessee shall be entitled to a reduction of the rental which is commensurate with its deprivation. In such event, the lessor shall ensure that the Leased Premises are repaired as soon as circumstances reasonably permit.
- 28.3 If any dispute shall arise between the parties in regard to the reduction in rental to which the Lessee is entitled in terms of clause 29.2 or in regard to whether or not the Leased Premises are substantially tenable, such dispute shall be referred for arbitration to the Chairman for the time being of the Grahamstown Bar, whose decision shall be final and binding upon the parties. Such arbitration shall be conducted informally with a view to it being finalised expeditiously. The parties shall be entitled to legal representation and to make written and oral representations for consideration by the arbitrator provided that the other party shall have the

opportunity of replying to all such representation. Each party shall bear its own costs in relation to the arbitration proceedings provided that the arbitrator shall be entitled to make such award of costs in relation to his own charges as he may deem fair and reasonable in his discretion

29. **NOTICES:**

29.1 The Lessor shall be entitled to display a "TO LET" notice during the 3 (three) months immediately preceding the expiration of this Lease, and a "FOR SALE" notice at any time during the currency of this Agreement, on the Leased Premises and may show prospective tenants or buyers the interior of the Leased Premises at all reasonable times

30. **BREACH:**

30.1. If the Lessee shall commit any breach of this Agreement and fail to remedy such breach within 10 (ten days) of the date of posting by the Lessor of a notice by prepaid registered post requiring the Lessee to remedy such breach or, if such notice is delivered personally by hand, within 7 (seven) days of the date of such delivery, or if the lessee be served with the aforesaid notice on more than 2 (two) occasions during any 12 (twelve) month period during this Agreement, or if the Lessee is placed in liquidation or under judicial management or under sequestration (whether provisionally or finally) or publishes notice of his intention to surrender his Estate or gives notice of his intention to make application for an administration order or if the Lessee has judgment granted against it

which is unsatisfied for a period of 10 (ten) days and is not the subject of an appeal, or if the Lessee shall seek to compromise with its creditors, then and in any such events the Lessor shall be entitled to cancel this Agreement forthwith by giving written notice to that effect to the Lessee.

30.2 If the Lessor elects to cancel this Agreement in terms of clause 31.1 or 31.2 the lessor shall forthwith be entitled to repossession of the Leased Premises without prejudice to any other claim the Lessor may have against the Lessee pursuant to such cancellation.

31. **CANCELLATION DISPUTE:**

31.1 In the event of the Lessor electing to cancel this Agreement in terms of clause 31 and the Lessee disputing the validity of such cancellation and remaining in possession of the Leased Premises, the Lessee shall, pending finalisation of such dispute, remain liable for the rental and all other sums payable in terms of this Agreement which amount the Lessor shall be entitled to accept without prejudice to the Lessor's right to have cancelled the Agreement.

31.2 If the aforementioned dispute is determined in favour of the Lessor, the payments accepted in terms hereof shall be deemed to be amounts paid by the Lessee on account of damages sustained by the lessor by reason of the cancellation of this Agreement and the unlawful holding over by the Lessee of the Leased Premises, and may be retained by the Lessor pending the determination of its claim for damages

32. **EXPIRATION:**

32.1 Upon expiration or earlier termination of this Agreement the lessee shall hand the Leased Premises back to the Lessor in good order and condition and duly cared for and maintained in terms of this Agreement, fair wear and tear excepted.

32.2 The Lessee shall in addition return all keys and duplicates to the Lessor failing which the Lessor shall be entitled to replace all relevant locks in the Leased Premises and to recover the cost thereof from the Lessee.

33. **INDEMNITY:**

The Lessee hereby indemnifies the Lessor in respect of any claim made against the Lessor by any person for any loss, damage or injury arising in any way out of the use and occupation of the leased Premises by the Lessee.

34. **DOMICILIA:**

34.1 Any notice required to be given in terms of this Agreement shall be given in writing and delivered either by hand or by prepaid registered mail:

34.1.1 to the Lessor at Rhodes University, Administration Buildings,  
Grahamstown;

34.1.2 to the Lessee at the leased Premises;

which addresses the parties hereto nominate as their respective domicilia citandi et executandi for all purposes associated with this Agreement

34.2 Any notice delivered by prepaid registered mail shall be deemed to have been received on the third day after the same shall have been properly posted in the Republic of South Africa

35. **OPTION TO RENEW:**

In accordance with the University policy, transit housing and accommodation is

provided for six months in the first instance. Renewal and/or extensions of lease periods are NOT automatic and must be negotiated with the Manager of Housekeeping Services. Renewals/extensions of leases will be made subject to availability of units.

36. **JURISDICTION:**

The Lessee hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings arising from the provisions of this Agreement, provided that the Lessor shall at all times be entitled to institute any such action or proceedings in the High Court, Grahamstown.

37. **SOLE CONTRACT:**

This Agreement constitutes the sole record of the Agreement concluded between the parties hereto and no representations, warranties or statements attributable to the lessor or anyone purporting to act on behalf of the lessor will have any bearing or effect on its terms and conditions.

38. **VARIATION:**

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

39. **INDULGENCE:**

No relaxation which the Lessor may give in regard to the performance of any of the Lessee's obligations in terms of this Agreement shall prejudice any of the lessor's rights hereunder or be regarded as a waiver of such rights or as an estoppel against the enforcement thereof.

40. **COSTS**

40.1 The Lessee hereby accepts responsibility for all costs incurred by the lessor in pursuance of any breach of this Agreement by the Lessee, including attorney and client legal costs, collection commission in terms of the Regulations of the Cape Law Society, tracing charges and the like.

**THUS DONE and SIGNED by the LESSOR on this ..... day of ..... 2008**

**AS WITNESSES :**

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

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

\_\_\_\_\_

**DR I L'ANGE obo RHODES  
UNIVERSITY**

**THUS DONE and SIGNED by the LESSEE on this ..... day of ..... 2008.**

**AS WITNESSES :**

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

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

\_\_\_\_\_

**LESSEE**