

AGREEMENT OF LEASE

entered into between

THE TRUSTEES APPOINTED TO HOLD PROPERTY FOR AND ON BEHALF OF THE ANGLICAN CHURCH OF SOUTHERN AFRICA IN THE DIOCESE OF NATAL

duly represented by The Rt. Revd. Rubin Phillip, in his capacity as The Bishop of Natal, who warrants that he is duly authorised to sign this agreement on behalf of the Diocesan Trustees.

(Hereinafter referred to as the **LESSOR**)

and

.....

duly represented by in his/her capacity as who warrants that he/she is duly authorised to sign this agreement on behalf of the LESSEE.

(Hereinafter referred to as the **LESSEE**)

1. LETTING OF PREMISES

1.1 The LESSOR hereby lets the known as to the LESSEE, who takes the same in hire, and notwithstanding the date of signature of these presents, the date of commencement of the lease shall be deemed to be the 20.....

1.2 On the said date of occupation, a written inspection is to be carried out by the LESSOR and the LESSEE and any defects shall be agreed to by the parties and recorded in writing.

2. DURATION OF LEASE

2.1 This lease shall be for a period of months, terminating on

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3. RENTAL PAYABLE AND DUTIES

3.1 The monthly rental payable by the LESSEE to the LESSOR, during the duration of this lease agreement, shall be the sum of R..... (..... Rand) per month.

- 3.2. The LESSEE shall be responsible for utility accounts which include electricity, water and refuse. The rates account shall be payable by the LESSOR.
- 3.3 The security alarm system shall be for the LESSEE account.
- 3.4 A refundable deposit of R..... shall be payable on signature of this agreement.
- 3.5 Any and all payments of rental contemplated by virtue of this agreement and any other payments hereinbefore stipulated or provided for herein, shall be made without demand, deduction and promptly upon due date.

The rental shall be paid on or before the **1st day of each month** into the following account:

.....

- 3.6 The rental amount, as stipulated in 3.1, shall in the event of the lease exceeding one year, increase by % on the anniversary of date stipulated in clause 1.1
- 3.7 The LESSEE shall be responsible for the maintenance and upkeep of the garden, if applicable, either by use of gardener or garden service and such cost to be paid by the LESSEE.

4. **CONDITION OF PREMISES AT INCEPTION OF LEASE**

- 4.1 By his signature hereto, the LESSEE confirms that the premises and fixtures and fittings, are as at the date of commencement of this lease, in perfectly good tenantable condition and repair, and the LESSEE takes the premises as they stand.
- 4.2 The LESSEE shall return the premises to the LESSOR upon termination of this lease for any cause whatsoever, in like good order and condition and repair, fair wear and tear excepted.
- 4.3 Should the LESSEE fail to do so in accordance with paragraph 4.2 above, the LESSOR shall be entitled to carry out such repairs and renovations as may be necessary to put the premises into perfectly good order and condition suitable for occupation by any other tenant/s, whereupon the LESSEE shall be responsible for any costs, charges or expenses incurred by the LESSOR in so doing, together with any loss of rentals sustained by the LESSOR as a consequence of delays in re-letting necessitated by any such actions on his/her part.
- 4.4 In the event of the LESSEE becoming aware of any defects in or damage to the premises, the LESSEE shall forthwith notify the LESSOR thereof, particularly if such damage or defect is of a material nature extending to the fabric of the premises, or the roof, down-pipes or guttering thereof, or any sewerage, storm - water, drainable or other facilities granted to or in connection with the premises.

5. ALTERATION AND ADDITIONS

The LESSEE shall not be entitled to erect, demolish, alter, renovate, redesign or remove any improvements or any part of the premises or any fixtures and fittings therein or thereon, without the prior consent of the LESSOR being first had and obtained.

6. PROHIBITION FROM CESSION AND ASSIGNING

The LESSEE shall not cede, assign, mortgage or otherwise part with this lease or any rights conferred hereby, or sublet the whole or part of the premises to any person or persons whomsoever, without the consent in writing of the LESSOR being first had and obtained.

7. RIGHTS OF INSPECTION

The LESSOR shall have the right at any time to enter upon the premises for the purpose of inspecting same.

8. DAMAGE OR DESTRUCTION OF PROPERTY THROUGH NATURAL CAUSES

8.1 The LESSOR records that he/she will insure and keep insured the premises against damage or destruction due to fire, flood or storm.

8.2 In the event of the premises being damaged for any of the abovementioned reasons to such an extent as to render them wholly or partially ineffective for the purpose of which they are designed, the LESSEE shall be entitled to claim a reduction of rental proportionate to the loss or use during any period in which such rights of occupation shall in any way be inhibited or interrupted as a consequence of such damage or destruction and, in the event of any dispute arising as to the quantum of any such reduction, the same shall be resolved by an independent third party appointed by the LESSOR for this purpose, whose decision shall be final.

8.3 In the discretion of the LESSOR, he/she may elect not to carry out any rebuilding, alteration or repair to make good any damage or destruction to the premises which may occur through any of the aforesaid causes during the course of tenancy, and in that event the LESSOR shall not be responsible for any damages, losses or claims whatsoever on the part of the LESSEE as a consequence thereof, but the lease shall, to such extent as it shall no longer be operable for the benefit of the LESSEE, be deemed to have been cancelled between them.

8.4 The LESSEE shall be responsible for the contents insurance of their own personal possessions and do not hold the LESSOR responsible for any loss due to theft/burglary.

9. IMPROVEMENTS

9.1 Any improvements effected by the LESSEE shall, notwithstanding any other terms and conditions of this agreement, be the property of the LESSOR

9.2 All temporary structures constituting improvements erected or installed by the LESSEE shall be removed by the LESSEE and the LESSEE shall make good any damage caused by its removal following upon the termination of this agreement for any cause whatsoever.

10. BREACH

10.1 Should the LESSEE fail to:

10.1.1 make any payment within seven (7) days of due date thereof; or

10.1.2 remedy any other of his stipulated responsibilities and obligations within seven (7) days after the date of receipt of written notice from the LESSOR calling upon the LESSEE to remedy such breach, the LESSOR shall have the automatic right to cancel this agreement forthwith without prejudice to any other claim which it may have against the LESSEE for damages or otherwise and the LESSEE shall be liable for payment of costs, including legal costs, on an "Attorney and own client" scale.

10.2 Should the LESSOR cancel this agreement, and the LESSEE dispute the LESSOR'S right to do so, and remain within the premises pending the determination of that dispute; in such event the LESSEE shall continue to pay the full amounts due to the LESSOR in terms of this agreement on due date.

10.3 If any dispute between the LESSOR and LESSEE is determined in favour of the LESSOR and all payments made to the LESSOR shall be taken as due and payable on account of any loss sustained by the LESSOR as a result of the LESSEE failing to vacate the premises.

11. NUISANCE AND COMPLIANCE WITH BODY CORPORATE RULES

11.1 The LESSEE shall not do or permit any act, matter or thing to be done which is or may become a nuisance or cause any disturbance or discomfort to the LESSOR or neighbours of the premises.

11.2 The LESSEE shall at all times comply with the rules and any reasonable instructions issued by the

12. MISCELLANEOUS LEGAL PROVISIONS

12.1 No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

12.2 No agreement varying, adding to or deleting from or cancelling this agreement and no waiver of any right under this agreement shall be of any force and effect unless reduced to writing and signed by or on behalf of the parties.

12.3 Headings of clauses are inserted for the purpose of convenience only and shall be ignored in the interpretation of this agreement.

12.4 Unless inconsistent with the context, words signifying any one gender shall include the other, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

13. DOMICILIA CITANDI ET EXECUTANDI

13.1 For the purpose of this agreement, the LESSOR chooses as *domicilium citandi et executandi* the address:

Private Bag 899,
PIETERMARITZBURG.
3200.

or,

Fax number: 033 345 6335

13.2 For the purpose of this agreement, the LESSEE chooses as its *domicilium citandi et executandi* the address:

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.....
.....

13.3 Any notice given by one party to the other which:

13.3.1 is delivered by hand to the addressees *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the day of delivery; or

13.3.2 is posted by prepaid registered post to the addressee at its *domicilium citandi et executandi* shall be deemed to have been received by the addressee on the seventh day after the date of posting; or

13.3.3 is notified by fax that the notice deemed to have been received by the addressee on the first business day following the date of transmission.

14. COSTS OF THIS AGREEMENT

The costs of drafting this agreement shall be shared equally between the LESSOR and the LESSEE.

DATED at on this, the day of 2008.

AS WITNESSES:

1. **LESSOR**

2.

DATED at on this, the day of 2008.

AS WITNESSES:

1. **LESSEE**

2. 06 June 2008