

LEASE NO:
FILE REF. NO:
ZNT

AGREEMENT OF LEASE

Entered into between

SIRELA TRADING CC

(Registration No. 2004/084213/23)

Represented herein by **Mr. Protus Francis Mhawukelwa Sokhela (ID No. 5807285987080)** in his

capacity as

Member

Duly authorised representative

(Hereinafter referred to as the LESSOR)

And

PROVINCIAL GOVERNMENT OF THE PROVINCE OF KWAZULU-NATAL

Represented herein by

Dr Vishanderan Govender in his capacity as **Head of Department:**

KZN Public Works and Infrastructure

Or his duly authorised representative

(Hereinafter referred to as the LESSEE)

INITIALS

LESSOR		LESSEE
PROF	x	VS
GEN	x	G
MP	x	PS

TABLE OF CONTENTS

PAGE

1. Interpretation	3
2. The leased premises	4
3. Period of Lease	4
4. Rental	4-5
5. Parking	6
6. Additional work to be undertaken after occupation	6
7. Use of Premises	7
8. Work Opportunities	7
9. Activities conducted on the lease premises	7
10. Domestic Service Charges	7-8
11. Subletting or cession of lease	8
12. Maintenance of leased premises	8-10
13. Right of Inspection	10
14. Improvements	10
15. Indemnity	11
16. Insurance of premises	11
17. Total or Partial destruction of the premises	11
18. Breach of this Agreement	12
19. Relaxation or Indulgence	12
20. Prohibition on the Restricting of access to hired property by Lessor	13
21. Notification In Change of Lessor Details	13
22. Lease Termination	13-14
23. Vacation of the leased premises	14
24. Domicilium Citandi et Executandi	15
25. Occupational Health and Safety Requirements	16-17
26. Generator	17
27. Water Tank	17
28. Data Protection	17-19
29. Penalties	19
30. Reconfiguration of the Premises	20
31. General	20

INITIALS

LESSOR		LESSEE
PAW	x	B
REN	x	G
MP	x	BS-

1. INTERPRETATION

1.1 In this agreement, unless the context otherwise indicates, the following words and expressions shall bear the meanings assigned thereto below in this sub-clause:

1.1.1 The "LESSOR" shall mean the Landlord **Sirela Trading CC.**

1.1.2 The "LESSEE" shall mean the Provincial Government of the Province of KwaZulu-Natal

1.1.3 The "user department" shall mean the Department in occupation of the hired premises and in this instance refers to the **Department of Provincial Treasury.**

1.1.4 The "commencement date" shall mean the date as more fully described in clause 3.1 hereunder

1.1.5 The "lease period" shall mean the period as stipulated in clause 3 of this lease agreement.

1.1.6 The "exterior property" shall mean the verandah, passageway to the building, and this excludes the paintings and maintenance of the exterior structure of the building

1.2 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and body corporate.

1.4 Reference to "the lease" or "this lease" shall mean this agreement of lease and all annexures thereto.

1.5 Calendar month – refers to a full month including week ends.

INITIALS

LESSOR LESSEE

[Signature] x *[Signature]*
[Signature] x *[Signature]*
[Signature] x *[Signature]*

2. THE LEASED PREMISES

- 2.1 The LESSOR hereby lets, and the LESSEE hereby hires on behalf of and for occupation by the **Department of Provincial Treasury**, certain premises in extent **3227m²** plus **45 lock up parking bays** described as **Portion 13 of Erf 2621, Pietermaritzburg** situated at **212 Langalibalele Street, Pietermaritzburg**.

(Hereinafter referred to as "the premises") subject to the following terms and conditions:

3. PERIOD OF LEASE

- 3.1. Irrespective of the date of signature the lease shall be a period of **Twenty-Four (24) Months** commencing on **01 June 2026** and terminating on **31 May 2028**.

4. RENTAL

- 4.1 The accommodation rental per square meter shall begin at **R160.50** and shall be the sum of **Five Hundred and Seventeen Thousand Nine Hundred and Thirty Three Rands and Fifty Cents only (R517 933.50)** excluding VAT and parking per month, during the first twelve months of the lease and shall escalate at the rate of **seven percent (7%)**, such escalation to become operative from **01 June 2027**.
- 4.2 The rental shall be paid within 30 days from receipt of the invoice. Rental invoices must be submitted to the Department by no later than the 4th of every month.
- 4.3 Failure or late submission of such invoices will render the Department of Public Works & Infrastructure unable to process timeous rental payments to the Lessor. The Department of Public Works & Infrastructure will not be responsible for payment of any interest or penalties for late rental payments which arise as a result of the Lessor being unable to produce a rental invoice as per clause 4.2, above.

INITIALS

LESSOR			LESSEE
	x		
	x		
	x		

The rental shall for the duration of the lease be as depicted in the following **TABLE 1:**

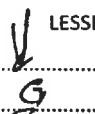
Period	Months	Esc. %	Rental /Mth @ R160.50 X 3327m ² (EXCL VAT)	Rental/Mth (Parking) 45 undercover Parking Bays @ R695.50 (EXCL VAT)	Total Rental Excluding Vat(R)	VAT (R)	Total Rental/Mth (R) (INCL VAT)	Total per year Including VAT
01/06/2026 to 31/05/2027	12	0%	R517 933.50	R31 297.50	R549 231.00	R82 384.65	R631 615.65	R7 579 387.80
01/06/2027 to 31/05/2028	12	7%	R554 188.85	R33 488.33	R587 677.18	R88 151.58	R675 828.76	R8 109 945.12
TOTAL LEASE AMOUNT								R15 689 332.92

4.4 Such payments to be made electronically to:

Account Holder : Sirela Trading CC
Bank name : Standard Bank
Account number : 050226975
Branch code : 05100100
Account Type : Current Account

4.5 The aforesaid rental is exclusive of the charges levied by competent authority for water, electricity, and sanitation and refuse removal.

4.6 The aforesaid rentals shall attract Value Added Tax at the current rate.

INITIALS
LESSOR  X
LESSEE  X
HP X 

5. PARKING

5.1 In addition to the abovementioned accommodation the LESSOR shall provide:

Type of parking	No of bays	Rate/bay	Rate per Month
Undercover	45	R 695.50	R31 297.50
Total Rental Parking			R31 297.50

5.2 The total parking rental shall be the sum of **Thirty One Thousand Two Hundred and Ninety-Seven Rands and Fifty Cents Only (R31 297.50)** excluding VAT per month, during first twelve months of the lease and shall escalate at the rate of **seven percent (7%)**, such escalation to become operative from **01 June 2027**.

5.3 The aforesaid rentals shall attract Value Added Tax at the current rate.

6. ADDITIONAL WORK TO BE UNDERTAKEN AFTER OCCUPATION:

6.1 Any additional work required by the **Department of Provincial Treasury** must be undertaken by the Lessor. The cost of this additional work will be borne by the User Department.

6.2 The Lessor is compelled to provide the Department of Public Works and Infrastructure with three (3) written quotations for consideration by the Department of Public Works and Infrastructure within 21 days of the request made by the Lessee. The Department of Public Works and Infrastructure will consider the cheapest quotation and the work must commence within two (2) working days after the Lessor is given the acceptance of the quote by the Department of Public Works and Infrastructure to go ahead with the work.

6.3 The Department of Public Works and Infrastructure or its agents will not be responsible for undertaking any additional work on the premises nor will it be responsible for payment of additional work done by the Lessor without the written approval of the Lessee.

6.4 Failure to comply with these timelines set out in clause 6.2 will result in the Department invoking penalties as per clause 29.

INITIALS

LESSOR	LESSEE
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

7. USE OF PREMISES

- 7.1 The **Department of Provincial Treasury** shall use the premises for Office accommodation purposes only and for no other purposes whatsoever without the prior written consent of the LESSOR, and which consent shall not be unreasonably with-held.

8 WORK OPPORTUNITIES AND JOB CREATION

- 8.1 The Lessor is encouraged to outsource at least 40% of the maintenance and refurbishment work for the DURATION OF THE LEASE to Previously Disadvantaged Individual Interest Groups.

9. ACTIVITIES CONDUCTED ON THE LEASED PREMISES

- 9.1 In the event of the LESSEE undertaking, or permitting to be undertaken, any activities in or the leased premises, which constitute:-
- 9.2 A breach of the peace and /or
- 9.3 A disturbance of the amenities and/or enjoyment of the other persons resident or employed in the general area and/or.
- 9.4 Conduct which is inappropriate or undesirable in or on premises under control of the LESSEE, the LESSOR shall have the right to call upon the LESSEE, in writing, to desist immediately, failing which such failure shall constitute a breach of this agreement and the LESSOR, notwithstanding the provisions of Clause 18.1, shall be entitled to terminate the lease forthwith.

10. DOMESTIC SERVICE CHARGES

- 10.1 The **Department of Provincial Treasury** shall be liable for the payment, direct to the competent authority, of charges for electricity, water, sanitation and refuse removals.

INITIALS
LESSOR LESSEE
MPV x V
KEN x G
MP x RS

10.2 No liability whatsoever shall rest upon the LESSOR for any interruption or failure of any Municipal or other services to the premises irrespective of the cause thereof, unless due to the negligence of the LESSOR.

11. SUBLETTING OR CESSION OF LEASE

11.1 The Lessee shall not cede, sub-let, mortgage or assign this lease or any of the rights held by it hereunder without having obtained the prior written approval of the LESSOR. Such approval shall not be unreasonably refused.

12. MAINTENANCE OF LEASED PREMISES

12.1 The LESSOR shall be responsible for the structural maintenance of the leased premises during the currency of this lease. Structural maintenance shall include maintenance of the building structure, water reticulation and sewerage system, the electrical and mechanical installations which form an integral part of the building and shall include, inter alia,

The air-conditioning and heating units

Water heating devices (including geysers)

Lighting installations, including ballasts of fluorescent fittings

Extractor fans

Lifts

Security access points

Electrical gates

Plumbing installation and maintenance

Alarm systems and

Any other electrical appliance or installation forming an integral part of the building and grounds, which shall include maintaining all Fire Fighting Equipment and Portable Fire

Extinguishers

INITIALS

LESSOR		LESSEE
<i>[Signature]</i>	x	<i>[Signature]</i>
<i>K.E.N.</i>	x	<i>G</i>
<i>MP</i>	x	<i>BS</i>

12.2 The LESSEE shall notify the LESSOR of any structural defects in the leased premises as soon as the defects are discovered and the LESSOR shall be obliged to have such defects repaired, such repair to commence within (60) sixty days of the receipt of the notice. The structural defects referred to in this sub-clause are limited to the existing structure and its fixtures and in no way can the LESSEE compel the LESSOR to structurally alter the premises to remedy structural defects.

12.3 If the LESSOR fails to commence the effecting of the necessary repairs to the structure of the leased premises or to the fixtures thereto within the stipulated period of sixty (60) days, or a period agreed to between the Lessee and the Lessor in writing,

12.3.1 the LESSEE shall have the right to withhold any rental payment due until the necessary repairs are completed to the satisfaction of the Lessee. Payment of **rental** will be made based on the % of work **completed** in terms of the agreed timelines above.

12.3.2 Or, the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 60 days as per clause 12.2, above

NON-STRUCTURAL DEFECTS REQUIRING REPAIRS/MAINTENANCE

12.4 The LESSEE shall notify the LESSOR of any other non-structural defects in the leased premises as soon as the defects are discovered and the LESSOR shall be obliged to have such defects repaired, such repair to be finalized within twenty one (21) days of the receipt of the notice. The defects referred to in this sub-clause are limited to non-structural.

12.4.1 Or , the Lessee shall affect the necessary repairs to the premises and recover the costs thereof from the rental. This will only come into effect, if the Lessor has failed to rectify such repairs within the stipulated 21 days or a period agreed to between the Lessee and the Lessor.

12.4.2 Or, the LESSEE shall have the right to withhold the rental payment due until the necessary repairs are completed to the satisfaction of the Lessee. Payment of **rental** will be made based on the % of work **completed** in terms of the agreed timelines above.

INITIALS

LESSOR		LESSEE
<i>AKM</i>	x	<i>LS</i>
<i>REN</i>	x	<i>G</i>
<i>NP</i>	x	<i>RS</i>

12.5 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of this lease maintain the interior of the premises in a clean and tidy condition and in a good proper state of repair. Damage or deterioration caused by the willful or negligent act or omission on the part of the LESSEE or its clients shall be made good by the LESSEE to satisfaction of the LESSOR.

12.6 The LESSEE shall, to the satisfaction of the LESSOR, during the currency of lease maintain the exterior property in a clean and tidy condition.

13. RIGHT OF INSPECTION

13.1 The LESSOR may at any reasonable time, in person, by an authorized agent or agents, enter upon the premises hereby leased, or portion thereof, for the purpose of inspection.

14. IMPROVEMENTS

14.1 The LESSEE shall not erect any buildings on, or effect any improvements to, the leased premises without the prior written consent of the LESSOR; such approval shall not be unreasonably withheld.

14.2 The Lessee has the right to claim compensation for any improvements it may have had to affect on the premises which are not of a permanent nature.

14.3 The LESSEE may remove any improvements effected by it provided they are not of a permanent nature and removal is effected prior to the date of termination of this lease, without damage to the said premises.

INITIALS

LESSOR	LESSEE
<i>PM</i>	<i>V</i>
<i>LEN</i>	<i>G</i>
<i>NP</i>	<i>DS</i>

15. INDEMNITY

- 15.1 The LESSEE hereby indemnifies the LESSOR against all losses, expenses, actions and claims, including claims for damage to any property, injury or loss of life, and all costs, including costs between party and party, which the LESSOR may be adjudged or obliged to pay and arising directly or indirectly from any act or omission by the LESSEE, or his/ her clients.

16. INSURANCE OF PREMISES

- 16.1 The LESSOR shall insure the building adequately, against damage to the structure and fixtures both inside and outside caused by fire, burglaries, Vis major and political riots.
- 16.2 The LESSEE is not responsible for any loss or damage caused to the property of the LESSOR and / or that of his tenants, caused by Vis major or political riots, provided such damage is not due to the negligence of the LESSEE, or his servants, employees, agents or visitors.
- 16.3 The Lessor may be held responsible for damages suffered by the User Department in the event of fire, flooding and leaks at the hired premises.

17. TOTAL OR PARTIAL DESTRUCTION OF THE PREMISES

- 17.1 In the event of the total destruction of the property by fire or any other cause whatsoever, the lease shall be terminated forthwith.
- 17.2 In the event of the partial destruction of the property by fire or any other cause whatsoever, the LESSOR shall have the right to either terminate this lease or to require the lease to continue, in which latter event there is to be a reduction in rental, calculated in an amount agreed to by both parties. Alternatively, should the parties be unable to agree on a revised reduced rental, this should be referred to two registered valuers in the area who will decide what the reduced rental would be.

INITIALS	
LESSOR	LESSEE
<i>PM</i>	<i>Y</i>
<i>LEN</i>	<i>G</i>
<i>ND</i>	<i>BS</i>

18. BREACH OF THIS AGREEMENT

18.1 In the event of either party being in breach or default of any of the terms and conditions of this lease, whether by non-payment of any rental or otherwise, the other party shall be entitled to give the defaulting party twenty one (21) days' notice in writing to remedy such breach, and if after such notice, that party is still in breach or default, to cancel this lease forthwith, whereupon the LESSOR shall be entitled to re-occupy the premises without prejudice to the injured party's rights to sue the other for past breaches of this lease.

18.2 In the event of the LESSOR terminating this lease and the LESSEE disputing the LESSOR's right to so terminate and remaining in occupation of the premises, the LESSEE shall, pending settlement of such dispute, continue to pay the rental provided for in this lease for the period during which he continues in occupation, and the LESSOR shall be entitled to accept such payments, and such acceptance shall be without prejudice to and shall not in any manner affect the LESSOR's claim to the termination then in dispute and any consequential damages.

18.3 The LESSEE reserves the right to review leases where the BEE status of the composition of the company changes during the duration of the lease. Where the BEE composition of the company that the LESSEE has signed a lease contract with increases, the lease period shall remain unchanged for the entire duration of the lease. Instances where the BEE status or shareholding is decreased, the company will be expected to sustain the BEE shareholding percentage and failure to do so could result in the LESSEE reviewing the period of the lease.

19. RELAXATION OR INDULGENCE

19.1 Any relaxation or indulgence of whatsoever nature granted by one party to the other party shall not in any way prejudice or operate as a waiver of either party's rights in terms of this lease.

INITIALS	
LESSOR	LESSEE
<i>[Signature]</i>	<i>[Signature]</i>
L.E.N	G
HP	SS

20. PROHIBITION ON THE RESTRICTING OF ACCESS TO HIRED PROPERTY BY THE LESSOR

20.1 The Lessor is prohibited from unlawfully locking out/restricting access to the hired premises for the duration of this lease as this amounts to spoliation and is illegal. The Lessee reserves the right to bring an urgent high court application should this happen and all costs will be for the Lessor.

20.2 The Lessee also reserves the right to not pay rentals for the number of days that the user department is denied access to the hired premises. Such rental will be forfeited.

21. NOTIFICATION IN CHANGE OF LESSOR DETAILS

21.1 The lessor is obliged to notify the lessee, in writing, should there be a change in his/her banking details or change in company name or registered business/domicilium address. Such notification must be sent to **Acting Chief Director - Immovable Asset Management** within five (5) days of such change being made.

21.2 Should the Lessor notify the Lessee in writing of changes to his/her banking details or changes to company name, the lease agreement will be amended accordingly in terms of clause 31.1 of this lease agreement and the changes would only take effect thereafter.

22. LEASE TERMINATION

22.1 Prior to the vacation of the leased premises, the Lessor and the Lessee agree to undertake a joint pre-vacation inspection in order to identify fair wear and tear, for which there will be no compensation. Fair wear and tear includes damage to carpets; tiling; painting; cupboards; ceilings; all partitioning; doors; blinds; light fittings; toilet cisterns and fittings, amongst others.

22.2 The lessee will not be liable for any structural wear and tear, structural being defined in clause 12.1, above.

INITIALS

LESSOR		LESSEE
<i>[Signature]</i>	x	<i>[Signature]</i>
K.E.N	x	G
N.D.	x	S.S.

[Signature]

- 22.3 Upon vacation of the premises by the User Department, the Lessee; Lessor and the User **Department of Provincial Treasury** will undertake a final inspection on the last day of the vacation of the premises to address any areas where damage may have occurred as a result of the User Department moving out.
- 22.4 The lessor shall notify the Lessee, within seven (7) days of the final inspection of any damages which damages must be agreed to and verified by both parties on the date of the inspection. The Notice must be delivered to the domicile address of the Lessee. The Lessee must notify the Lessor of its acceptance of the damages within twenty-one (21) days of receipt of the Notice.
- 22.5 The LESSOR shall obtain at least three acceptable written quotes, where possible, for the repair of the listed damage. These quotes shall be presented to the LESSEE within 30 days of the lessee vacating the premises, for scrutiny and acceptance. The LESSEE shall obtain approval to accept the lowest quote and thereafter pay to the LESSOR an amount equal to the lowest of the acceptable quotes for the repairs. The LESSOR shall have the repairs affected in his own time and the LESSEE shall be liable for no more rentals after the termination of this lease and the return of the keys in terms of clause 23.1.

23. VACATION OF THE LEASED PREMISES

- 23.1 The LESSEE undertakes, upon termination of this lease, to peacefully and quietly, without let or hindrance, deliver up possession of the premises hereby leased giving the LESSOR free and vacant possession thereof and deliver the keys to:

Sirela Trading CC

Address: 52 Cotswold Drive, Westville, 3630

Contact No: 084 569 9164

INITIALS

LESSOR	LESSEE
<i>Ken</i>	<i>Y</i>
<i>Ken</i>	<i>GG</i>
<i>HP</i>	<i>BS</i>

24. DOMICILIUM CITANDI ET EXECUTANDI

24.1 All notices which may be required to be served under this lease shall be deemed to have been validly delivered personally to or posted by registered post to the relevant party at the appropriate domicilium citandi et executandi specified hereunder.

The domicilium citandi et executandi of each of the parties shall be as follows:

LESSOR: **Sirela Trading CC**
 52 Cotswold Drive
 Westville
 3630
 (If mailed)

LESSEE: **Attention: The Head: Department of Public Works and Infrastructure-KZN**
 Oliver Tambo Building
 191 Prince Alfred Street
 Pietermaritzburg
 3201
 (If delivered)

Attention: The Head: Department of Public Works and Infrastructure-KZN
Oliver Tambo Building
Private Bag X 9041
Pietermaritzburg
3200
(if mailed)

INITIALS

LESSOR LESSEE

[Handwritten initials] x *[Handwritten initials]*
[Handwritten initials] x *[Handwritten initials]*
[Handwritten initials] x *[Handwritten initials]*

25. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

25.1 FIRE EXTINGUISHERS

25.1.1 The lessor is responsible to ensure that the fire extinguishers are serviced and maintained in line with industry norms. An updated service plan must be made available to the lessee, upon request.

25.1.2 In addition to the Fixed fire extinguishers, the Lessor must also provide at least one (1) additional mobile fire extinguisher per floor. The lessor is responsible to ensure that the fire extinguishers are ready for use at any given time during the lease period.

25.2 AIR CONDITIONER SERVICING

25.2.1 The lessor must ensure that the service/maintenance contract for the air-conditioners includes the following:

- Aerosol biocide to prevent potential build-up of micro-organisms within the building.
- The HVAC ducting must be cleaned and decontaminated at regular intervals.

25.3 FUMIGATION

25.3.1 The lessor is responsible for the fumigation of the common areas, if within a shared building. The lessor must ensure fumigation against rodents and venomous snakes within the perimeter/boundary of the property.

25.3.2 The lessee is responsible for fumigation of the hired areas within the building unless it is a stand-alone building whereby the lessee is responsible, after occupation, for fumigation of the entire building, excluding the external perimeter/boundary.

INITIALS

LESSOR	LESSEE
MAN	↓
CON	x G
NP	x B.S

25.4 ILLUMINATION

25.4.1 The lessor is to ensure that all dark areas within the property are sufficiently illuminated.

25.5 STATUTORY REQUIREMENTS

25.5.1 The lessor is to ensure compliance with the following:

- Occupational Health and Safety Act, 85 of 1993, as amended
- Occupational Health and Safety regulations
- SANS 10400 Building Regulations
- Relevant Municipal By-Laws
- Occupation Certificate.

25.5.2 ENERGY PERFORMANCE CERTIFICATE COMPLIANCE

The Lessor shall ensure compliance with the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, issued under the National Energy Act No. 34 of 2008, including the proper display of the Energy Performance Certificate (EPC) on the premises and the submission of a certified copy thereof to the South African National Energy Development Institute (SANEDI).

26. BACK UP GENERATOR

26.1 The Lessor must ensure that in the event of a power outage that the generator has an automatic switch which becomes operational.

26.2 The Lessor is responsible for maintenance and refueling of the generator.

The Lessor shall claim for fuel costs from the User Department and will issue monthly invoices directly to the USewr department who will pay within 30 days of receipt thereof directly to the Lessor.

27. WATER TANKS

27.1 The lessor is to ensure that suitable water tank/s is/are fitted to the hired premises and further ensure that there is an agreement with the relevant Municipality to purify water collected in the tank/s.

Municipality *PPH*

28. DATA PROTECTION

28.1 In performing the obligations as set out in this Agreement, the Parties shall at all times:

INITIALS	
LESSOR	LESSEE
<i>PPH</i>	<i>V</i>
<i>KCN</i>	<i>G</i>
<i>MP</i>	<i>B.S.</i>

- 28.1.1. comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013 and the Electronic Communications and Transaction Act 2002;
- 28.1.2. comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;
- 28.1.3. ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any data;
- 28.1.4. ensure that it is able to identify all data relating to this Agreement separately from other data under its control;
- 28.1.5. ensure that it does not disclose personal data of any of the Parties employee, other than in terms of this Agreement;
- 28.1.6. ensure that it processes data for only the express purpose for which it was obtained;
- 28.1.7. ensure that, once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
- 28.1.8. ensure that it has all reasonable technical and organizational measures in place to protect the personal data from unauthorized access and/or use;
- 28.1.9. ensure that all usernames and passwords affording access to the personal data remain secure, confidential and exclusively attributable to a specific employee; and

INITIALS

LESSOR	LESSEE
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

28.1.10. notify the other Party of any actual or suspected breach of its security measures.

28.2 The parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes for which it was obtained.

28.3 The parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.

28.4 The parties agree that they will destroy any information once it no longer serves the purpose for which it was collected in relation to this agreement, subject to any legal retention requirements. The information must be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organization.

28.5 The Parties warrant that it has the appropriate technical and organizational measures in place to safeguard the security, integrity and authenticity of all information being processed in terms of this agreement.

29. PENALTIES

29.1 If the Lessor fails to meet any other of the timeframes arising out of this lease, the Lessee shall without prejudice deduct from the rental payment, as a penalty a sum calculated at 1% of the monthly lease amount per day of delay. until the building/additional work is complete. The penalties deducted are forfeited.

29.2 In the event that penalties are deducted due to repairs/maintenance , refer clauses 12.3.1 and 12.4.2, above, the Lessee shall pay rental to the Lessor based on the percentage (%) of the repairs/maintenance work that has been completed in terms of the agreed timelines.

INITIALS	
LESSOR	LESSEE
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

30. RECONFIGURATION OF THE PREMISES

30.1 The Lessor is to ensure that the building is fully compliant in terms of the Occupational Health and Safety Act and the National Building Regulations

31. GENERAL

31.1 No variation of this lease shall be of force or effect unless it is in writing and is signed by both the LESSOR and the LESSEE or their representatives.

31.2 This lease contains all the terms and conditions of the agreement between the LESSOR and the LESSEE. The parties acknowledge that there are no understandings, representations or terms between the LESSOR and the LESSEE in regard to the letting of the premises other than those set out herein.

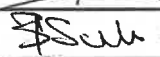
THUS DONE AND SIGNED AT Pietermaritzburg

ON THIS 10th DAY OF July 2026.



For the Lessee, duly authorized

WITNESSES:

1. 
2. 

THUS DONE AND SIGNED AT Pietermaritzburg

ON THIS 9 DAY OF July 2026.



For the Lessor, duly authorized

WITNESSES:

1. 
2. N.P. NIEL