



THE ADMINISTRATOR



10705695

**MEMORANDUM OF THE SUB-LEASE AGREEMENT  
ENTERED INTO BY AND BETWEEN**

**SEDIBENG DISTRICT MUNICIPALITY** herein represented by  
**STANLEY KHANYILE** in his capacity as the **Municipal Manager**, duly authorized  
thereto, (hereinafter referred to as **“the LESSOR”**);

**AND**

**KITSO INFORMATION AND DEVELOPMENT CENTRE**, a **Non-Profit Organization**  
with **Registration Number 177-868** herein represented by **KHAPURU RANAKE**, in her  
capacity as the **SECRETARY** and duly authorized thereto,  
(hereinafter referred to as the **LESSEE**).

**1. WHEREAS:**

- 1.1 Emfuleni Local Municipality (Emfuleni) is the registered owner of the LEASED PREMISES known as Old Sharpeville Police Station, Erf no: 9175 Zwane street in Sharpeville, measuring 61.6 SQM (hereinafter referred to as “the LEASED PREMISES”);
- 1.2 Emfuleni has leased the LEASED PREMISES to the Sedibeng District Municipality (hereinafter referred to as the “LESSOR”)
- 1.3 The LESSEE has submitted an application to the LESSOR for the sub-leasing of the LEASED PREMISES;
- 1.3 The LESSOR has approved the application submitted by the LESSEE on certain terms and conditions;
- 1.4 The LESSEE has accepted the terms and conditions of the agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**2. DECLARATION OF INTENTION**

The LESSOR hereby sub-lets the following premises to the LESSEE, who sub-leases the LEASED PREMISES from the LESSOR; on the terms and conditions as stipulated in this SUB-LEASE AGREEMENT.

**3. THE LEASED PREMISES**

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The LEASED PREMISES shall be certain portions of the LEASED PREMISES identified as the Skills Development Centre.

**4. COMMENCEMENT AND DURATION**

- 4.1 This SUB-LEASE AGREEMENT shall be for a period of three years (3) commencing on 2 January 2020 irrespective of the date of signing of this agreement and ending on the 1 January 2023.
- 4.2 In the event that the LESSEE wishes to extend the duration of this agreement for a further period, the LESSEE shall give to the LESSOR written notice of thirty (30) calendar days prior to the expiry of the initial period.
- 4.3 Should the LESSOR accede to the extension of the lease agreement, the parties shall renegotiate the terms of this agreement, particularly the provisions of clause 5 hereunder.

**5. THE RENTAL AND PURPOSE**

5.1 The LESSEE shall not be required to pay the rental fees to the LESSOR but will be responsible for the payment of water, rates and taxes and other related services due and payable to the Emfuleni Local Municipality in terms of this agreement.

5.2 The LEASED PREMISES is leased for the use of a skills development centre in partnership with the North West University and Gauteng Department of Social Development in establishing a training, business incubator and social development centre to create opportunities for youth development and job creation.

The objectives of the project are to:

- Contribute towards the development of an entrepreneurial culture and increased entrepreneurial activity amongst the Artists, crafters and their markets within the Vaal Triangle community and beyond.
- Encourage and support female and youth entrepreneurship amongst artisan related activities and computer related programs.
- Attain financial sustainability.

**6. GENERAL PROVISIONS**

6.1 The LESSEE shall maintain the LEASED PREMISES in a clean, hygienic and reasonable condition, and shall comply with all statutory regulations that may be in force in respect of the premises.

The LESSEE shall maintain the inside and perimeter of the LEASED PREMISES together with all equipment, doors etc in a good condition and shall at the termination or cancellation of this SUB-LEASE AGREEMENT give every article back to the LESSOR in the condition as it was received. The LESSEE shall be liable for the replacement value of any damaged articles or equipment on the LEASED PREMISES.

*K.M. R. J.K. or J.M.*

- 6.2 The LESSEE shall comply with all regulations in this regard as contained in the relevant statutory regulations.
- 6.3 The LESSEE accepts the LESSOR'S PREMISES as is, and agrees that the LEASED PREMISES is in a good order and conditions.
- 6.6 The LESSEE may not keep any dangerous or combustible goods in the LEASED PREMISES or permit it to be kept therein, and may do or permit no deed or anything therein that may or would invalidate the LESSOR' Fire Insurance Policy.
- 6.7 The LESSOR further confirms that the LESSEE has been fully informed of and is familiar with the provisions of the National Building Regulations and Buildings Standards Act, 1977 (Act 103 of 1977), and the regulations promulgated in SABS Code 0400 of 1990 in terms of this Act.
- 6.8 The parties agree that if the LESSEE fails strictly to comply with the provisions of the Act and the regulations, the LESSEE will be deemed to have broken the contract, and if after having been given reasonable written notice to comply, and thereafter fails, refuses and/or neglects to comply will thus be liable for any damage or injuries or losses, arising out of such breach.
- 6.9 The LESSEE shall be responsible for attending to, maintaining the inside of the LEASED PREMISES, only reasonable wear and tear excepted, with effect from the date on which this Agreement comes into force, and upon termination of this Agreement he shall return the LEASED PREMISES in the same neat condition in which he received it, reasonable wear and tear excepted.
- 6.10 The LESSOR shall have the right through its duly authorized representative to enter upon and to inspect the LEASED PREMISES at any reasonable time.
- 6.11 The LESSEE may not without the LESSOR' s prior consent in writing change the electrical or other appliances of whatever nature on the LEASED PREMISES or tamper with it, and he may not damage the walls, floors and appurtenances in the said LEASED PREMISES by either driving nails or screws therein or by damaging it in any other way. Should the LESSEE not comply with this clause or should he, after the LESSOR has notified him in writing to cease and rectify such non-compliance, fail to do so, the LESSOR or its employees or agents shall have the right to enter upon the said LEASED PREMISES and to rectify such non-compliance, in which case the LESSEE shall be liable to the LESSOR for all expenses incurred by the LESSOR in this regard.
- 6.12 The LESSOR shall not be liable for any damage to or loss of the goods or possessions of the LESSEE or of any person on the LEASED PREMISES, whether the damage is caused by theft, fire, riots, subversive activities, enemy action, hail, storms, lightning or any other act of God, or whether in any other manner whatsoever.
- 6.13 The LESSEE shall comply with all the relevant directives of the LESSOR and shall further fulfill all the instructions of the LESSOR.
- 6.14 Should the LESSOR at any time during this SUB-LEASE AGREEMENT need the Property or part thereof for any use, he will be entitled to cancel this SUB-LEASE AGREEMENT with a reasonable notice to the LESSEE.
- 6.15 The LESSEE is liable for any costs in respect of the erection or removal of any structure(s) on the LEASED PREMISES.

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**7. BREACH OF CONTRACT**

Should the LESSEE fail to comply to pay promptly in the prescribed manner any amount or amounts payable by him in terms of this agreement, or should the LESSEE in any other way fail to comply with one or more of the conditions of this agreement or breach it, the LESSOR shall, notwithstanding previous waiver on its part of any of its rights by virtue of this agreement and without prejudice to any other rights which it may have by law, be entitled to terminate this agreement after the LESSOR has given the LESSEE reasonable written notice to rectify the breach or to fulfill the condition, and the LESSEE has still failed to comply with the required condition forthwith and without giving further notice, to repossess the LEASED PREMISES and for this purpose to take those steps, whatever they may be, that are necessary for the immediate eviction of the LESSEE from the LEASED PREMISES. Further without prejudice the LESSOR's right to claim the outstanding rental due, to claim also for other damage that may be suffered by the LESSOR owing to the LESSEE's breach of contract or omission, including legal costs.

**8. CANCELLATION**

8.1 If the LESSEE by any means terminate this AGREEMENT for reasons whatsoever or become insolvent before the contract period in clause 4 has expired, the LESSOR will have the right to terminate this AGREEMENT and to let the LEASED PREMISES to any third party without the obligation to refund the LESSEE or any of its trustees.

8.2 Either party shall at any time during the duration of this SUB-LEASE AGREEMENT be entitled to terminate this SUB-LEASE AGREEMENT by giving the other party written reasonable notice to such effect: Provided further that the LESSOR shall not terminate the said LEASE AGREEMENT, for reasons which may not be unjust or unreasonable.

**9. INDEMNITY**

The LESSEE indemnifies the LESSOR against any all claims, of whatever nature, legal costs (inclusive of costs on attorney/client scale), which may directly or indirectly result from this SUB-LEASE AGREEMENT, notwithstanding any such claim resulting from the negligent act or omission of the LESSOR, its employee(s) or agent(s).

The LESSEE undertakes to compensate the LESSOR for any damage or loss, of whatever nature, suffered by the LESSOR and further undertakes not to institute any claim whatsoever against the LESSOR in the event of any damage or loss suffered by the LESSEE.

**10. TRANSFER / CEDE**

The LESSEE may not transfer or cede its interest in terms of this SUB-LEASE AGREEMENT, or sublet the LEASED PREMISES or any portion thereof, or assign possession thereof to any person whatsoever without having first obtained the LESSOR's consent thereto in writing.

**11. DOMICILIUM**

The Parties choose the following addresses as their *domicilia citandi et executandi*:

11.1 Sedibeng : Municipal Buildings

KJM  
SK.  
[Signature]

Corner Leslie and Beaconsfield  
Vereeniging  
1939

11.2 The Lessee : 9175 Zwane street  
Sharpeville  
Vereeniging  
1928

**12. STATUTORY PROVISIONS**

The LESSEE confirms that all the provisions and stipulations of the Occupational Health and Safety Act, (Act no 85 of 1993) has been noted, and that the LESSEE will comply without exception to the relevant provisions and stipulations.


**13. JURISDICTION**



The parties hereby consent to the jurisdiction of the Magistrate's Court for the purposes of any claims arising from this SUB-LEASE AGREEMENT, the termination thereof or any matter in connection therewith.

**14. ENTIRE AGREEMENT**

This SUB-LEASE AGREEMENT is the entire AGREEMENT between the parties and no amendment or, addition thereto or omission therefrom shall be binding on the parties unless it has been put in writing and signed by both parties and their authorized agents.


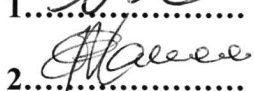
THUS DONE AND SIGNED AT VEREENIGING ON THIS THE 24 DAY OF JANUARY 2020.

  
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STANLEY KHANYILE

AS WITNESSES: 1.   
2.   
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THUS DONE AND SIGNED AT VEREENIGING ON THIS THE.....DAY OF JANUARY 2020.

  
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KHAPURU RANAKE

AS WITNESSES: 1.   
2.   
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