

Offer to Lease Premises



 **Investec**
Property Fund

TO:	
PER EMAIL:	
ATT:	
TEL NO:	
RE:	

Dear Sir / Madam

_____ (“proposed tenant”) and **INVESTEC PROPERTY FUND LIMITED** (Reg. No. 2008/011366/06, VAT No. 4110247709) (and/or any subsidiary or associated company acting on behalf of the owner of the premises described hereunder) (“landlord”).

1. The proposed tenant hereby offers to enter into a lease with the landlord on the terms and conditions set out below in respect of the following leased premises:

Landlord	Investec Property Fund Limited				
Reg No.	2008/011366/06				
Vat No.	4110247709				
Mark which is applicable					
INDUSTRIAL	<input type="checkbox"/>	RETAIL	<input type="checkbox"/>	COMMERCIAL	<input type="checkbox"/>
Tenant		Reg No.			
Trading As		Vat No.			
Building Name		Situated at <small>(hereafter referred to as the proposed tenant's <i>domicilium citandi et executandi</i>)</small>			
Office / Shop No. <small>("leased premises")</small>		Size <small>(which measurement is approximate as identified, or on annexed plan)</small>			
Lease Commencement Date		Pro-Rata Tenant Percentage Contribution			

3. In addition to the costs set out in Clause 2 above, the proposed tenant shall be responsible for and make payment on demand to the landlord for its pro-rata share of all municipal costs, including but not limited to rates, taxes, electricity consumption, other consumables payable (e.g. water, sewerage, refuse and rubble removal charges) and insurance premiums etc. The proposed tenant's liability for charges in respect of electricity, water and gas, shall be determined with reference to separate sub-meters installed in respect of the leased premises and as calculated by the landlord to be in accordance with the provisions of the applicable municipal by-laws, together with such amount as the landlord is entitled to charge in respect of the service charge of such meter. If there are not separate sub-meters installed in respect of the leased premises, the proposed tenant's liability for charges for electricity, water and/or gas shall be a pro-rata share of such charges calculated at the election of the landlord according to the ratio between the area of the premises for the time being and the total area of the building occupied or capable of being occupied for the time being by the proposed tenant.
4. Upon signature hereof, the proposed tenant shall be responsible for:
 - 4.1 the lease fees;
 - 4.2 the 1st (first) month's rent (as stated in 2 above); and
 - 4.3 the deposit in the amount and manner as stated in 1 above or such other amount as the landlord may deem necessary in the circumstances and in terms of the relevant clause of the agreement of lease, which shall be payable to the landlord on demand. The proposed tenant shall pay to the landlord, **a cash deposit or provide an irrevocable South African Bank guarantee equal to 3 (three) month's expiry rental and operating costs and all contractual income equalling R..... (including VAT)**. The landlord shall retain such deposit in a non-interest bearing account for the duration of the lease. The guarantee if issued, shall expire only 3 months after termination of the lease. Within a period of not more than 3 (three) months after the tenant has vacated the premises, the landlord shall refund such deposit to the tenant less the cost of any reinstatement expenses or costs of damages for which the tenant is responsible and provided that the tenant has complied with all of its obligations.
5. The proposed tenant acknowledges that all amounts due in respect of this offer and the formal lease are quoted exclusive of VAT, unless otherwise stipulated.
6. The proposed tenant hereto agrees and undertakes to enter into a written agreement of lease with the landlord incorporating the terms and conditions set out herein. **The terms and conditions contained in the landlord's standard written agreement of lease**, a copy of which is available on written request to _____ (*applicable asset manager/Broll administrative e-mail address*), **in use as at date hereof shall *mutatis mutandis* apply to this agreement once accepted in terms hereof by the landlord.**
7. The parties hereto agree that this offer is **irrevocable** for a period of 7 (seven) days from date of signature hereof and shall remain open for acceptance by the landlord within this period.
8. The parties hereto agree and undertake that should the proposed tenant fail to enter into such agreement of lease as stated in 6 above, the provisions of this offer shall, provided the said offer is accepted by the landlord within the period stated in 7 above, constitute a lawful and binding contract between the landlord and the proposed tenant incorporating all the terms and conditions of this offer to lease and those contained in the landlord's standard agreement of lease. *In the event of any conflict between the provisions of this offer to lease and the conditions of the landlord's standard agreement of lease, the landlord shall in its sole discretion determine which clauses in the offer to lease or in the standard agreement of lease shall prevail and its determination in this regard shall be final and binding.* The lease fee of R 2,000.00 (subject to change at landlord's sole discretion) is payable by the proposed tenant on signature of the agreement of lease.
9. Should the proposed tenant already have taken occupation of the premises and be in occupation of the leased premises as at date hereof, and the landlord declines to sign this offer, the proposed

tenant shall nevertheless be bound by the terms of this offer, save that the proposed tenant's occupation of the leased premises shall be deemed on a monthly tenancy, subject to 1 (one) month's written notice to be given by either party, but subject in all other respects to the terms and conditions of this offer to lease and the landlord's standard agreement of lease as contemplated in paragraph 8 above.

10. The rental and operating costs referred to in 2 above shall be due and payable on the 1st (first) day of each month, without set-off or deduction, to the landlord at its nominated address.
11. It is specifically recorded that no exclusivity of whatsoever nature is granted to the proposed tenant. In terms of the suretyship, the person / persons stated herein above, hereby bind himself / herself / themselves jointly and severally as surety and co-principal debtor for the due and proper performance of all the obligations of the tenant in terms of this Offer to Lease and the landlord's standard agreement of lease ("the lease"). In addition to this undertaking and upon signature of the lease, the above person(s) will be required to sign the landlord's standard deed of suretyship. This does not derogate from the above person's liability in terms hereof.
12. The proposed tenant acknowledges that no representations or warranties whatsoever have been made to it other than those set out above.
13. No variation, alteration or cancellation hereof shall be of any force or effect unless reduced to writing and signed by the landlord and the proposed tenant.
14. If the proposed tenant fails to pay any rent or other amount due by it in terms hereof, or the proposed tenant commits any other breach in terms hereof, then, and on the happening of any of such events, the landlord shall have the right, without prejudice to and in addition to any other rights which it may have at law and in its sole discretion, either to cancel this agreement and to retake possession of the leased premises without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the proposed tenant's breach or of the premature cancellation, or to convert this lease to one in which the landlord (but not the proposed tenant who shall continue to be bound for the full period of the lease) shall be entitled to terminate by giving 1 (one) month's written notice to the proposed tenant, the remaining terms and conditions being otherwise unaffected, but without prejudice to the landlord's claim for arrear rent and/or damages which it may have suffered by reason of the proposed tenant's breach or of the premature cancellation.
15. The proposed tenant submits that the information set out on pages 3, 4 and 5 in support of this offer, is confidential.
16. The proposed tenant further:
 - 16.1 undertakes to contribute to the Marketing Fund;
 - 16.2 authorises the landlord or any duly authorised representative to conduct any reference / financial / credit checks which they deem necessary.
17. The landlord is required by legislation (the Prevention of Organised Crime Act 1998 and the Financial Intelligence Centre Act 2001), to establish the true identity and authority of its clients. In accordance with this legislation, the landlord requires all the documents requested herein, certified as a true copy by a Commissioner of Oaths, with the proposed tenant's offer. The proposed tenant warrants to and for the benefit of the landlord that he/she/it complies with this legislation. (Annexure FICA).
18. The proposed tenant requires an allowance of funds from the landlord to the value of.....¹. (excluding VAT) (Tenant Installation Allowance) for the purposes of fitting out the premises. Terms relating to the fit-out and the funding thereof, shall be contained in the agreement of lease.

¹ Deal Specific

19. Special conditions: ²

20. The proposed tenant, by its signature hereto, certifies and warrants that the information furnished is true and correct, that he/she has the authority to sign this application and that he/she has not misrepresented or concealed any material fact, which might have a bearing on the landlord accepting this offer. If the proposed tenant signs on behalf of a Company or Close Corporation to be formed, the proposed tenant shall personally be deemed to be the tenant until such time as the Company or Close Corporation is registered, which must be within 21 (twenty-one) days from the commencement date of the lease, and the Company or Close Corporation must ratify the lease by means of a resolution.

21. The proposed tenant by affixing his/her signature hereto acknowledges that he/she understands the contents of this document and shall be bound by same.

Should you have any queries regarding the above offer, please do not hesitate to contact the writer.

Yours faithfully,

Signed on behalf of the **proposed tenant** at on this.....day of

.....
(Full name and surname in print)

.....
FOR AND ON BEHALF OF

.....
BEING DULY AUTHORISED HERETO

Signed on behalf of the **landlord** aton this.....day of.....

.....
(Full name and surname in print)

.....
FOR AND ON BEHALF OF

.....
BEING DULY AUTHORISED HERETO

Signed on behalf of the **landlord** aton this.....day of.....

² Deal Specific

.....
(Full name and surname in print)

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FOR AND ON BEHALF OF

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BEING DULY AUTHORISED HERETO