



SWELLENDAM MUNICIPALITY

DRAFT MUNICIPAL RESIDENCE POLICY

Approved by Council as per Item ...

Date:

SWELLENDAM MUNICIPALITY MUNICIPAL RESIDENCE POLICY

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SWELLENDAM MUNICIPALITY MUNICIPAL RESIDENCE POLICY

1. **PURPOSE**

- 1.1 To define the established policy, for staff occupying municipal residences of the Swellendam Municipality and to provide guidelines for the application thereof.

2. **DEFINITIONS**

2.1 **“Dependants”**

2.1.1 The spouse or life partner of the employee.

2.1.2 A child or adopted child of the employee who is still dependant on the employee.

2.2 **“Dwelling”**

Is a Municipal owned property that is being utilised by Municipal employees for residential purposes. Refer to Annexure A for a complete list of Municipal residences rented out.

2.3 **“Employee/s”**

A member of the staff of Swellendam Municipality.

2.4 **“Functional necessity”**

Employees who deliver essential services, individually or as a group who are required to be available at all reasonable times at or near their work centres.

2.5 **“Lessee”**

An employee or a dependant of a deceased employee who has been allocated official accommodation in terms of this policy.

2.6 **“Lessor”**

Swellendam Municipality

2.7 **“Municipality”**

Swellendam Municipality

2.8 **“Official Accommodation”**

The dwelling, including buildings, outbuildings, structures, land, fittings and equipment pertaining to the dwelling.

3. **PRINCIPLES**

3.1 Accommodation is a personal responsibility, and employees are responsible for their own accommodation according to personal preference and the Municipality are under no obligation to provide accommodation to any employee.

3.2 Under the circumstances listed in clauses 3.2.1. below the Municipality may make official accommodation available from time to time as the need arises for accommodation of Employees, based on functional necessity as assessed by the Manager of the applicable Department or her/his delegate, on condition that such accommodation is available.

3.2.1. The employee is required by virtue of occupying an identified post to be accommodated at or within the direct environment of his/her works centre.

- 3.3 Such official accommodation is set out in Annexure A and may be amended by the Municipality from time to time.
- 3.4 Official accommodation shall be occupied by the employee, spouse/life partner and his/her dependents **only**.
- 3.5 A written lease agreement shall be entered into by and between the Municipality and employee who occupies official accommodation. The terms and conditions of such lease may be varied only as provided for in clause 10.1 below.
- 3.6 Official accommodation may not be sub-let or assigned by the Employee or dependant under any circumstances.
- 3.7 Employees can participate in the applicable housing allowance scheme in accordance with the provisions of the relevant legislation.
- 3.8 A central database shall be maintained by die Property Administration Department of all official accommodation that is available.
- 3.9 When Municipal accommodation becomes available it must be brought under the attention of all employees to ensure an open and fair application opportunity and process.

4. **ALLOCATION OF OFFICIAL ACCOMMODATION – PROCEDURES**

- 4.1 Application for official accommodation shall be made on a prescribed form as specified in the Rental Housing Act No. 50 of 1999, to the Property Administration Department (attached per Annexure B), which shall include:
 - 4.1.1 Certification from the Manager of the relevant division/section of the applicable service unit stating the following:
 - 4.1.1.1 The post occupied by the applicant;
 - 4.1.1.2 The criteria applied to the post to determine functional necessity; and
 - 4.1.1.3 A full and proper motivation supporting the allocation of the official accommodation to the applicant.
- 4.2 The abovementioned form can be obtained from the property Administration Department.
- 4.3 The decision made by the Municipal Manager in respect of such applications shall be final.
- 4.4 Notwithstanding the provisions of section 5(1) of the Rental Housing Act 1999, a written lease agreement shall be drawn up by the Property Administration Department and must include the details specified in Sections 5(6), 5 (7) and 5 (8) of the Rental Housing Act no. 50 of 1999. Such lease shall be entered into between the Employee and the Municipality in respect of the allocated official accommodation, and no occupation of the official accommodation may be permitted until the said lease agreement is signed by both parties.
- 4.5 The property Administration Department shall be responsible to draft and maintain a standard lease agreement, which is to be used in all cases. A standard agreement is attached per Annexure C. Any deviation from the standard lease agreement must be approved by and agreed to by the Municipal Manager and the Lessee prior to signing of the document.

5. GUIDELINES FOR ALLOCATION OF OFFICIAL ACCOMMODATION

- 5.1 Allocation in terms of functional necessity shall be effected according to the following guidelines:
 - 5.1.1 Allocation under normal circumstances shall be effected according to the criteria, which pertain to the applicable service unit as determined by the Manager of that service unit from time to time.
 - 5.1.2 Official accommodation reserved for specific necessity posts shall only be allocated to the Employee while occupying the specific post.
- 5.2 When the Dwelling is not needed by an employee for functional necessity, such dwelling may be leased out to other employees that are in need of official accommodation by applying in writing for the specific official accommodation to the Property Administration Department, on condition that such employee must vacate the dwelling within three (3) months after receiving a written notice, informing him that the dwelling is needed by the Municipality for providing official accommodation to another employee.
- 5.3 Preference will however be given to employees that require official accommodation near their working place in order to perform their duties.
- 5.4 A register will be kept by the Property Administration Department of all employees referred to in 5.2 that has applied for official accommodation. When an official residence becomes vacant an allocation will be made based on the person that has applied first, as indicated on the register.

6. REQUIREMENT TO VACATE OFFICIAL ACCOMMODATION

- 6.1 Employees to whom official accommodation was granted based on functional necessity, may be required to vacate such property when the employee's duties has changed so that the official accommodation is not required in order to perform his/her duties. Written notice of three calendar months must be given to the employee informing him to vacate the property. Such employee may apply for official accommodation in terms of paragraph 5.2 of this policy.
- 6.2 Employees (or their dependants) occupying official accommodation whose status in terms of this policy has changed by virtue of:
 - 6.2.1 Retrenchment, retirement, disablement (such as to preclude exercise of the job of functional necessity) or death of the employee; will vacate such accommodation within a period not exceeding 3 months from the effective date of such retirement, retrenchment, disablement or death.
- 6.3 The Municipal Manager may, at his sole discretion, extend this period, referred to in 6.2.1 above, in exceptional circumstances upon application by the employee or dependant. The terms of the lease in respect of such extension as may be granted shall be determined by the Municipal Manager in accordance with the merits of each case.
- 6.4 In the event of resignation the employee must vacate the dwelling after 60 days from the date of resignation.

7. RESPONSIBILITY UPON VACATING OFFICIAL ACCOMMODATION

- 7.1 Upon vacating official accommodation it shall be the responsibility of the employee or Lessee who is vacating the accommodation to ensure that all services with the exception of sewerage be discontinued and all meters are read, failing which the Employee and/or dependant shall be held responsible for any wastage, damage or loss which may take place between the date of vacation of the accommodation and the date of re-occupation.

- 7.2 The Employee or Lessee who is vacating the accommodation shall ensure that the accommodation is left in a clean and neat state to the satisfaction of the Property Administration Department, failing which the Municipality may recover any cost incurred in rendering the said accommodation clean and habitable from the said Employee or Lessee.
- 7.3 The Employee or Lessee and the Municipality shall inspect the property jointly to determine the condition of the property and to list all defects or damage. Such inspection shall take place before the Employee or Lessee takes occupation and also within a week from evacuation. A copy of a checklist for inspection purposes is attached per Annexure D to the Lease Agreement.
- 7.4 The Employee or Lessee who is vacating the official accommodation shall remove all personal effects there from, ensure that all windows, outside doors, gates and other access points are closed and locked, all taps are closed, switches are off and that the said accommodation and surrounds are as far as possible secure against trespass and damage.

8. RESPONSIBILITY FOR PERSONAL EFFECTS

The Municipality shall not be held responsible for any loss and/or damage to the personal property of the Employees or his/her dependants or their guests on or in the official accommodation whilst he/she occupies the said accommodation or during the course of moving into or out of the said accommodation. The Lessee shall be responsible for the insurance of any personal effects during the move into and from the dwelling and for the duration of the lease.

9. OWNERSHIP OF OWN DWELLING

Employees who already own fixed property may be allocated official accommodation, subject to their job function qualifying under the definition of functional necessity, and an application in terms of the procedures outlined in this policy being successful.

10. CONDITIONS AND ALLOCATION OF RESPONSIBILITIES IN TERMES OF THE LEASE AGREEMENT

- 10.1 The reasons of any variation in the conditions of the lease relating to occupation, damages and responsibilities for the payment of rent, water and electricity consumed and all associated costs in respect of the dwelling allocated to a lessee shall be recorded in writing.
- 10.2 The lease shall stipulate that the official accommodation may only be occupied by the employee and his/her dependants and may be used for residential purposes only.
- 10.3 The lease shall stipulate that the Employee is responsible for any service charges levied by the Municipality for the provision of water, sewerage, refuse and electricity services, and that by signing the lease, the Employee agrees that the Municipality may deduct such charges for services rendered as well as for rental directly from the remuneration of the Employee.
- 10.4 The lease shall stipulate that the Employee and/or his/her dependants may not:
 - 10.4.1 Make alterations or additions to the accommodation;
 - 10.4.2 Make any noteworthy changes to property surroundings, or
 - 10.4.3 Remove established trees, shrubs or plants except with the written consent of the Property Administration Department, subject to any conditions, which may be imposed.
- 10.5 The Property Administration Department in conjunction with the Operational Department is responsible for ensuring:

- 10.5.1 That the maintenance, externally of all buildings, fixtures, furniture, equipment, and fencing that has been supplied for use by the Employee and/or dependant, as well as the repair of structural defects, is carried out by the municipality or a competent contractor; and
- 10.5.2 That the initial supply and maintenance of water, electricity and sewerage connections is carried out except in cases outside of the Municipality's control.

- 10.6 The Employee is responsible for keeping the surrounds of the official accommodation (i.e. garden and yard utilised as part of the accommodation) in a neat and tidy condition and to maintain the interior of the official accommodation.

11. RENTAL FOR OFFICIAL ACCOMMODATION

- 11.1 All lessees are obligated to pay a market related rental amount, such rental amount shall escalate annually in line with CPI of a current year in July with the first escalation on 1 July 2024. A deposit to the amount of one month's rental is payable in advance.

- 11.2 The Employee shall, in all instances, be responsible for the payment of all municipal services pertaining to the dwelling.

- 11.3 Pursuant to Clause 11.1 – 11.2 above, a clause for the authorisation of deduction of rental and deposits directly from the Employees remuneration shall be inserted in the lease agreement, and the pay office shall be advised by the Property Administration Department to deduct such rental and deposits from the said Employees salary.

- 11.4 The Supervisor: Resorts and Caretaker of Gert Booysen Oval Sportfield that are currently occupying these posts will be excluded from the above until their current lease agreements expire and then it will be applicable to any new tenants thereafter.

12. CENTRAL DATABASE

- 12.1 A central database of all staff dwellings on Municipal property shall be maintained by the Property Administration Department for reference and control purposes.

13. APPLICATION AND INTERPRETATION

- 13.1 The provisions of this policy are applicable from date of adoption of the policy by the council of the Swellendam Municipality.

- 13.2 The interpretation of any matter that is unclear shall be referred to the Swellendam Municipality's legal Advisor.

- 13.3 Any deviation from this policy must be approved by the Municipal Manager.

ANNEXURE A

Municipal Residence:

ANNEXURE B

APPLICATION FOR OFFICIAL ACCOMMODATION

Applicant information

Name and Surname:
ID Number:
Number of people in household:
Contact Number:
Email:
Directorate:
Department:
Area:
Position:
Employee Number:
Do you work on standby:
Do you have alternative accommodation when the lease agreement expires?

Signature

Date

Application details

Description of official accommodation:			
Reason accommodation is needed:	New employee	Operational requirement	

Motivation from line manager

Full name and Surname

Date

Property Administration Department comments

Received by:
Date received:
Does this applicant qualify for official accommodation?
Reason for above answer:

Full name and Surname

Date

**ANNEXURE C
LEASE AGREEMENT**

(PROPERTY DESCRIPTION)

entered into between

SWELLENDAM MUNICIPALITY

Herein represented by **ANNELEEN VORSTER** in her capacity as Municipal Manager,
(Hereinafter called the **LESSOR**)

And

EMPLOYEE NAME

(ID. Number _____)

OF **ADRES**

(hereinafter called the, **LESSEE/EMPLOYEE**)

WHEREAS the **LESSEE** has applied to the **LESSOR** for the lease of a certain official accommodation (hereinafter referred to as "official accommodation") known as _____, for residential accommodation.

AND WHEREAS the **LESSOR** has agreed to lease to the **LESSEE** the said official accommodation.

NOW THEREFORE the **LESSOR**, pursuant to the Municipal Residence Policy of the Swellendam Municipality, hereby agrees to lease to the **LESSEE** and the **LESSEE** hereby agrees to hire from the **LESSOR** the property, subject to the following terms and conditions:

1. DEFINITIONS

- 1.1 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings;
 - 1.1.1 **"accommodation"** as referred to in the policy, shall have the same meaning as property and official accommodation.
 - 1.1.2 **"dependants"**
 - 1.1.2.1 The spouse or life partner of the employee
 - 1.1.2.2 A child or adopted child of the employee
 - 1.1.2.3 Any other person whom is dependent on the employee or whom, in the opinion of the Municipal Manager, can be regarded as being a part of the employee's household; at all times being subject to the available habitable extent of the dwelling occupied by the employee
 - 1.1.3 **"employee"** a member of the staff of Swellendam Municipality employed permanently or on contract;
 - 1.1.4 **"lease/this lease"** the agreement of lease concluded between the lessor and the lessee;
 - 1.1.5 **"lessee"** the lessee defined as such in schedule 1 of this lease or a legal dependent of such Employee;
 - 1.1.6 **"lessor"** Swellendam Municipality;
 - 1.1.7 **"Policy"** means the Municipal Residence Policy as approved by the Swellendam Municipality on
 - 1.1.8 **"property"** the official accommodation as described under property description in schedule 1;
 - 1.1.9 **"VAT"** the tax, known as value added tax, which is required to be levied and paid for the benefit of the State Revenue Fund in terms of Section 7 of the Value Added Tax Act, No 89 of 1991, as amended;

2. USE OF PROPERTY

- 2.1 It is hereby specifically declared and acknowledged that the property hereby let is registered in the name of the **LESSOR** and that this lease is accordingly entered into for the sole purpose of providing the **LESSEE** with accommodation to enable him to properly perform the duties related to his position as _____.
- 2.2 The **LESSEE** shall not do, nor allow to be done, anything, which may in the opinion of the **LESSOR** damage the property, or permit to be committed, any act that may constitute a nuisance or inconvenience to, peace and/or comfort enjoyed by any person.
- 2.3. The **LESSEE** in his use of the property, shall
 - 2.3.1 Conform with all laws and statutory, municipal and other bylaws and regulations relating to lessees or occupiers of the property;
 - 2.3.2 Not knowing nor negligently cause nor allow to be caused any blockage or failure in any sewerage pipes, water pipes, drains and other supply equipment and installations serving the property, and
 - 2.3.3 Not do, nor permit to be done, any act, matter or thing which may render the **LESSOR'S** insurance of the property and/or the property against risk of loss or damage attributable to any of the causes insured against from time to time, either void or voidable, or which may increase the rate of premiums payable by the **LESSOR** in respect of the property with regard to such insurance.

3. LEASE PERIOD

- 3.1 This lease shall commence on _____ and shall continue until the **LESSEE** is no longer in service of the Swellendam Municipality as _____ (POSITION), unless terminated by operation of law or by virtue of the provisions contained in this Agreement of Lease.
- 3.2 This lease may be terminated by either party giving the other one (1) month's written notice to this effect.
- 3.3 This lease shall be terminated and the property hereby let shall be vacated in the event of the **LESSEE** resigning within 60 days after the resignation date.
- 3.4 Should the **LESSEE** whilst being in service of the **LESSOR** (employer), pass away or become medically incompetent and his/her service is subsequently terminated as a result thereof, the **LESSEE** and /or any family members as set out in Annexure B, as the case may be, currently residing in the house may be allowed, upon written request to the Lessor, to extend this agreement for a maximum period of three (3) months based on humanitarian reasons only. The rental and other conditions contained in the agreement will remain unchanged for the said period. This rental amount shall be deducted in advance from the employee's last salary for the period that he/she and the family members will reside in the dwelling, consent of which is hereby granted. Thereafter, the property shall be vacated by all the occupiers of the property at that time.
- 3.5 Should the dwelling be allocated to an employee for non official purposes, the Municipality reserve the right to give the employee a written notice to vacate such dwelling within a period of three (3) months after the date of such notice.

4. RENTAL AMOUNT

- 4.1 The **LESSEE** shall pay to the **LESSOR** for the property hereby let a rental of per month payable in advance and the Lessee hereby grants permission to the Lessor to deduct this amount from his/her salary.
- 4.2 The rental amount will escalate annually on July, in line with CPI.

5. MAINTENANCE

- 5.1 The **LESSOR** shall keep the outside of the property hereby let and the **LESSEE** shall keep the inside thereof in a proper state of repair and condition during the currency of this lease, it being understood and agreed that for the purpose of this clause the term interior being deemed to include:
- 5.1.1 All windows, window panes, doors, door glass where applicable, door handles, locks and keys pelmets, kirsch rails and curtain fittings;
- 5.1.2 All electrical, toilet and water fittings, installations and appliances but excluding all hot water cylinders and related piping;
- 5.1.3 All floors, including all carpeting and floor coverings.
- 5.2 Should the **LESSEE** neglect to undertake such repair within a stipulated period on written notification from the **LESSOR**, the **LESSOR** shall have the right to undertake such repair at the expense of the **LESSEE**.
- 5.3 The **LESSEE** shall also be responsible for the replacement during the lease and at his own expense to the satisfaction of the **LESSOR** with new as the old wear out or become broken, damaged or lost, of all light bulbs and globes, fluorescent or otherwise, starters, ballasts and incandescent bulbs, where applicable, whether used in relation to the property internally or externally.
- 5.4 Without restricting the generality of the provisions of sub-clauses 5.1 - 5.3 of these conditions, the **LESSEE** undertakes:
- 5.4.1 to exercise all reasonably possible care in respect of carpeting in the property and agrees to be responsible for all cost incurred in remedying any stains, burns or other forms of damage caused thereto during the lease including the cost of replacing any such portion thereof as may be necessitated by any such stains, burns or other forms of damage;
- 5.4.2 to ensure that three (3) days prior to the expiration of or forthwith upon the earlier termination of the lease, any holes or marks of any description made in or to any part of the property by reason of nails, screws or hooks having been driven in or fixed thereto at the instance of the **LESSEE** or howsoever else arising during the lease shall have been repaired to the reasonable satisfaction of the **LESSOR**;
- 5.4.3 to treat all internal woodwork with the appropriate varnishes required to maintain all such woodwork in good condition and to repaint the interior of the walls of the property, where this becomes necessary, with good quality paint in the same colour as at the commencement date;
- 5.4.4 the **LESSEE** shall, during the currency of the lease and at his own cost, maintain the grounds and garden of the property in a good, neat and tidy condition including the regular mowing of grass contained within these grounds and, if applicable, growing on the public pavement adjacent to the boundaries of the property and including the regular and adequate watering of grass, plants and trees contained within the property. The **LESSEE** shall not be entitled to cut down any trees without the **LESSOR'S** prior written consent.
- 5.5 Should any structure, garden, fence, the like or portion thereof be damaged due to any act or negligence of the **LESSEE** or person who acquired occupancy through him/her, he shall be held liable for the payment of the total cost of any such repair work. Fence?
- 5.6 The **LESSEE** shall not make any structural alterations to the hereby leased property without the written consent of the **LESSOR** thereto being first had and obtained.
- 5.7 The **LESSOR** and/or its duly authorized servants and/or nominees shall have the right to enter upon the hereby leased property at all reasonable times for the purpose of inspecting the same and of ensuring that the conditions of this lease are being properly carried out and/or observed by the **LESSEE**.

6. DUTIES OF THE LESSEE

- 6.1 The **LESSEE** shall not have the right to cede or assign any of his interest in and to this lease, nor to sub-let the whole or any portion thereof without the written consent of the **LESSOR**. In particular, the **LESSEE** undertakes and agrees not to use the said property, or any portion thereof, as a boarding or lodging house or as a place of business of whatsoever kind; the intent and purpose being that the said property shall be used solely as dwelling house for himself and his family as set out in Annexure B by the **LESSEE**. No person whether a family member of the **LESSEE** or not may reside in or on the property without the prior written approval of the **LESSOR**.
- 6.2 Should there be any amendment to the information contained in Annexure B the **LESSEE** shall inform the **LESSOR** forthwith thereof, any such amendment will be subject to the prior approval of the **LESSOR**.
- 6.3 The **LESSEE** undertakes at all times to keep the hereby leased property in a clean and sanitary condition and at all times to observe all the by-laws of the **LESSOR** in so far as such by-laws relate to the property hereby let.
- 6.4 Upon vacation of the property it shall be the responsibility of the **EMPLOYEE/LESSEE** who is vacating the property to ensure that all services with the exception of sewerage be discontinued and all meters are read, failing which the **EMPLOYEE** and/or dependant shall be held responsible for any wastage, damage or loss which may take place between the date of vacation of the accommodation and the date of reoccupation of same.
- 6.5 The **EMPLOYEE/LESSEE** who is vacating the property shall ensure that the property is left in a clean and neat state to the satisfaction of the Property Administration Department, failing which, the Municipality may recover any cost incurred in rendering the said accommodation clean and habitable from the said **EMPLOYEE/LESSEE**.
- 6.6 The **EMPLOYEE/LESSEE** herewith accepts the responsibility to deliver to the Property Administration Department of the Swellendam Municipality all keys to the property on the first business day following the day of vacating the property.

7. BREACH

- 7.1 In the event of the **LESSEE** failing to pay the monthly rental on the due date as aforesaid, or in the event of his committing a breach of any of the terms and conditions of this agreement of lease, or in the event of him being convicted of any criminal offence under the laws of the Republic of South Africa, or under any by-laws of the **LESSOR** by a competent court, the **LESSOR** shall, notwithstanding anything to the contrary herein contained, have the right to forthwith terminate this lease upon giving the **LESSEE** twenty four (24) hours written notice to this effect.
- 7.2 The **LESSEE** undertakes to pay all attorney- and own client costs plus VAT, collection commission and tracing costs plus VAT which the **LESSOR** may incur in collecting any amount owing in terms of this agreement by the **LESSEE** and which is not paid on the due date thereof, including interest on such amount at the maximum rate allowed from the date such amount becomes due, until receipt of payment.

8. GENERAL

- 8.1 The **LESSEE** shall be liable for the payment of all service charges pertaining to the property levied and due to the Swellendam Municipality in terms of any resolution of the Municipal Council and/or by-laws in force from time to time.
- 8.2 The **LESSOR** shall be liable for the payment of property rates which shall be calculated only on the portion of building being leased, and shall exclude the rates on the land.

- 8.3 The **LESSOR** shall be liable for the payment of the insurance premium pertaining to the leased property. The buildings and/or structures will be insured against damage or loss by the **LESSOR** in terms of this lease.
- 8.4 The rental and service charges **shall** be deducted from the **LESSEE's** salary on a monthly basis and the **LESSEE** herewith consents thereto. The **LESSEE** shall not have the right to reduce or skip a salary deduction in respect of a payment for the rental and service charges, due to any reason whatsoever.
- 8.5 For the purpose of this lease any notice in writing intended for the **LESSEE** shall be deemed to have been validly given if addressed to and delivered at the property hereby let.
- 8.6 The **LESSEE** shall be entitled to affix such fixtures and fittings in and to the property as he may require in connection with his use thereof provided that all fixtures and fittings affixed in terms hereof shall, unless otherwise agreed by the **LESSOR** in writing, be removed by the **LESSEE** by no later than three (3) days prior to the expiration of this lease or in the event of earlier termination and by which date of removal and all damage occasioned by the original affixing and/or by the removal of any such fixtures and fittings shall have been made good to the satisfaction of the **LESSOR**, at the instance and cost of the **LESSEE**.
- 8.7 The **LESSEE** and the **LESSOR** shall inspect the property jointly to determine the condition of the property and to list all defects or damage. Such inspection shall take place before the **LESSEE** takes occupation and within a week of evacuation of the dwelling. The cost of repairing any damage to the property, determined at a final inspection on the date that the **LESSEE** evacuates the property, will be deducted from the **LESSEE'S** salary. A copy of a checklist for inspection purposes is attached per Annexure D.
- 8.8 The **LESSOR** reserves the right to lay and use and to allow third parties to lay and use such underground service on or across the property without being liable to pay compensation to the **LESSEE** or to grant any reduction in rent where the property are thereby affected.
- 8.9 The **LESSEE** shall at all times well and sufficiently indemnify the **LESSOR** and keep the **LESSOR** indemnified against all liability howsoever caused or arising that may be the direct or indirect result of the use of the land in question, and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the **LESSOR** or incurred or become payable by the **LESSOR** at the suit of any person.
- 8.10 The parties hereto acknowledge that this agreement constitutes the entire contract between the parties and that no other conditions, stipulations, warranties or representations whatsoever have been made by or on behalf of either party other than such as are included herein.
- 8.11 No agreement at variance with the terms and conditions of this agreement shall be binding on the parties unless contained in writing by the parties hereto and any indulgence which the **LESSOR** in accepting any payments after due date or in accepting a lesser sum than the amount due, shall not in any way prejudice his rights or be construed as a waiver of same by the **LESSOR**.

9. LESSOR'S LIABILITY LIMITED

9.1. The LESSOR shall not be responsible for;

9.1.1 any loss or damage to any goods or property of the LESSEE and/or his family and/or guests caused by water, rain, storm, gas or electricity which may leak into or flow from any part of the property or by any reason of any defect in the property or by any cause whatsoever;

9.1.2 any loss or damage suffered to the LESSEE and/or his family and/or guests' possessions in or about the property arising from any act of omission or commission by any tradesmen, servant of the LESSOR or any other party;

9.1.3 any damage to, or any loss of, any property of any nature owned by whomsoever as may from time to time be in or about the property, or any injury or death caused to anyone whomsoever who may be in the property howsoever such damage, loss, injury or death may be caused, specifically including damage, loss, injury or death caused by falling objects, and the LESSEE hereby waives any claim which, but for this waiver, it may have had against the LESSOR arising out of any such damage, loss, injury, illness or death, and 9.1.4. any failure, suspension or interruption of any water, electricity or other supplies to the property or any loss thereby suffered by the LESSEE, whether consequential or otherwise.

10. PROPERTY REMAINS PROPERTY OF LESSOR

The grant of the lease hereby constituted, shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the LESSEE. Upon a demand made by the LESSOR, in terms of this lease, for quiet possession of the property, the LESSEE shall be bound to give such possession without any right to compensation, whether for useful, necessary expenses or other improvements.

THUS DONE and agreed to at _____ on this _____ day of _____ 20____.

AS WITNESSES:

1. _____

2. _____

Relevant Director (LESSEE)

THUS DONE and agreed to at _____ on this _____ day of _____ 20____.

AS WITNESSES:

1. _____

2. _____

(LESSOR) SWELLENDAM MUNICIPALITY

SCHEDULE 1

LESSOR SWELLENDAM MUNICIPALITY

Address: Municipal Offices, Wolfaardt Building, Swellendam, 6740

Contact Numbers

Tel: 028 514 8500

Fax: 028 713 3146

Email : property@swellendam.gov.za

LESSEE:
ID Number:
Directorate:
Department:
Area:
Position:
Address:
Contact Numbers - Tel:
Property Description:
Lease Period:
Lease Amount:
Other Amounts Service charges:
Municipal account no. for services

Names of family members to live with _____ **at** _____.

Name Relationship Age ID

- 1.
- 2.
- 3.
- 4.
- 5.

ANNEXURE D
PROPERTY INSPECTION

External Appearance

	Condition	Remarks
Roof		
Corrugated Iron/Tile		
Gutters		
Cast iron/Asbestos		
Downpipes		
Cast iron/Asbestos		
Walls/Paint		
Windows		
Sash/Wood/Steel		
Doors		
Handles/Locks/Keys		
Boundary fence & Gates		
Wooden/Precast		
Yard		
Stoep		
Chimney		
Garage/Carport		
Outbuildings		
Light bulbs		

Internal Appearance

	Condition	Remarks
Bedroom 1		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Keys		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Bedroom 2		
Walls/ Paint		
Floor/Skirting		
Window		
Door Handle/Lock/ Keys		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Bedroom 3		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Key		
Ceiling		
Electricity/Light bulbs		
Curtain rail/Pelmet		
Lounge		

Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Keys		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Dining room		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Keys		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Passage		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Keys		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Kitchen		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/ Key		
Ceiling		
Electricity/ Light bulbs		
Curtain rail/Pelmet		
Tile		
Sink, plugs, taps		
Cupboard		
Bathroom		
Walls/Paint		
Floor/Skirting		
Window		
Door Handle/Lock/Keys		
Ceiling		
Electricity/Light bulbs		
Curtain rail/Pelmet		
Bath, plugs, taps		
Wash-hand basin		
Toilet cistern		
Toilet seat		

Number of keys handed over:

Date of inspection:

Signature of Property Administration Official

Signature of Employee