

LESSOR

AND

The University of the South Pacific

LESSEE

LEASE AGREEMENT

**MUNRO LEYS
LAWYERS
LEVEL 3 PACIFIC HOUSE
BUTT STREET
SUVA, FIJI**

	expire
Fixtures and Fittings	means the improvements, fixtures, fittings, furnishings, plant, machinery, chattels and equipment of the Lessor in or on the Premises as set out in Schedule 2
Land	means the land described in Item 7
Lease	means this lease of the Premises to the Lessee
Lessee	means the lessee and the lessee's executors, administrators, successors and permitted assigns and where the context permits the sub lessees, licensees, servants, employees, agents, contractors, customers and other invitees of the Lessee
Lessee's Property	means any improvements, fixtures, fittings, furnishings, plant, machinery, chattels and equipment brought onto the Premises by the Lessee (whether before or after the Commencement Date)
Lessor	means the lessor and the lessor's executors, administrators, successors and assigns, and where the context permits the servants and agents of the lessor
Non-Resident	a person or entity which is not a Resident
Premises	means the premises described in Item 8 including Fixtures and Fittings (if any) and all floor coverings, curtains, blinds, ceilings, light fittings, air conditioning, lifts, partitioning and other equipment provided by the Lessor from time to time to service the Premises
Property	means the Land and Building and includes the Land (including any contiguous titles) on which the Building is situated and the Lessor's improvements, fixtures, fittings, furnishings, plant, machinery, chattels and equipment in the Building or relating to the Land
Rent	means the sum set out in Item 9
Renewal Term	means the further terms set out in Item 10
Schedule	means a schedule to this Lease
Security Bond	means the sum set out in Item 11
Term	means the term described out in Item 12

VAT means value added tax charged or levied under the VAT Decree

VAT Decree means the Value Added Tax Decree 1991 as amended and all regulations made under it.

1.2 Interpretation

In this Lease

- a) words denoting one gender shall include all other genders and words denoting the singular number include the plural and vice versa
- b) a “person” includes any individual, company, corporation, incorporated society, limited partnership, firm, partnership, joint venture, association, organization, trust, state, or agency of state, government department or authority in each case whether or not having separate legal personality
- c) reference to any legislation or to any provision of any legislation includes any amendment, modification, consolidation or re-enactment of, or any legislative provision substituted for, and all legislative and statutory instruments issued under, such legislation or such provision
- d) the words "written" and "in writing" include any means of visible reproduction of words in a tangible and permanently visible form
- e) reference to clauses, items in a schedule, schedules and annexures are references to clauses, items in a schedule, schedules and annexures of this Lease
- f) any schedules to this Lease shall have the same effect as if set out in the body of this Lease
- g) reference to any party to this Lease or any other agreement or document includes the party’s successors and permitted assigns or nominees
- h) where a word or phrase is defined, other grammatical forms of that word or phrase have corresponding meanings
- i) reference to any document or agreement includes references to such document or agreement as novated, supplemented, varied or replaced from time to time except to the extent excluded by the terms of this Lease or that other document or agreement
- j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it

- k) the headings to clauses or schedules are for ease of reference only and do not form part of this Lease or affect its interpretation
- l) if any day appointed or specified by this Lease for the payment of any money or the doing of any act falls on a day that is not a Business Day, the day appointed or specified will be the next Business Day
- m) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Suva, Fiji even if the obligation is to be performed elsewhere
- n) reference to “agree” or “agreement” means agreement in writing
- o) where obligations bind more than one person those obligations shall bind those persons jointly and severally
- p) benefits and burdens shall be binding upon the parties and their respective successors and personal representatives and any permitted assigns or transferees and references to the parties shall be construed accordingly
- q) any covenant not to do anything also constitutes an obligation not to suffer, permit or cause that thing to be done
- r) references to covenants include conditions and agreements and include covenants implied or expressed
- s) to “perform” a covenant shall include to keep, observe and fulfill that covenant
- t) a right granted or reserved may be exercised from time to time and at all times
- u) any reference to a “month” or “monthly” shall mean respectively calendar month and calendar monthly

2. LEASE

The Lessor leases the Premises to the Lessee for the Term, at the Monthly Rent and the Lessee takes on lease from the Lessor the Premises with the use of the Car Park Space(s) and the right of the Lessee to use in common with the Lessor and any other occupants, the Premises, upon the terms of this Lease.

3. RENT

3.1 Covenant to pay Rent

The Lessee shall pay Rent to the Lessor monthly in advance, the first of such

payments to be made on the Commencement Date and then on the same day of each month thereafter, during the Term.

3.2 Manner of payment

In the event the corresponding day of any month falls on a day which is not a Business Day, the Lessee shall pay the Rent on the immediate following day when the Lessor's offices are open.

3.3 Rent Review

If **Item 13** includes any dates as rent review dates, the Rent shall be reviewed on those dates in accordance with the Rent Review process set out in **Schedule 3**.

3.4 VAT

The Lessee shall pay to the Lessor, or as the Lessor shall direct, VAT on the Rent and other moneys payable by the Lessee under this Lease. The VAT in respect of Rent shall be payable on each Rent Payment Date and in respect of any other payment shall be payable upon demand.

4. SECURITY DEPOSIT

The Lessee shall pay the Security Deposit to the Lessor on or before Commencement Date which shall be:

- (a) held by the Lessor as security for all or any loss or damage accruing to the Lessor during the Term arising from any breach by the Lessee of this Lease (and may be applied by the Lessor whether during the Term or after it's end to compensate it for such loss or damage) and
- (b) refundable to the Lessee (without interest) no later than **20 Business Days** after the end of the Term provided that or to the extent that there has been no breach by the Lessee for which some or all of the Security Deposit has had to or will be applied.

5. TERM

5.1 Term of lease

The Term shall commence on the Commencement Date and, unless earlier extended, shall expire on the Expiration Date.

5.2 Right to renew

If **Item 10** provides for a right to an extension of the Term and the Lessee has:

- (a) at all material times and in respect of each of the terms and conditions duly observed such terms and conditions of this Lease and
- (b) given to the Lessor not less than three months' notice in writing prior to the Expiration Date (which notice shall be irrevocable) of intention to renew
- (c) the Lessor shall at the cost of the Lessee renew this Lease by way of a deed of renewal in the form set out in **Schedule 4** (or as near to it as circumstances require) for the next relevant further term of years fixed in **Item 10** commencing from the day after the Expiration Date of the preceding term.

5.3 Monthly tenancy

If the Lessee with the consent of the Lessor continues to occupy the Premises beyond the Expiration Date ("holding over") or sooner determination of the Term, such occupation shall be a monthly tenancy terminable by one month's written notice, at the Rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as are expressed or implied in this Lease.

6. INSURANCE

6.1 Parties' responsibilities

The Lessor shall insure, and keep insured, the Property against destruction or damage by fire, earthquake, storm, water damage and malicious damage and such other risks as the Lessor may from time to time require, to the full insurable value of the Property on an indemnity cover basis or, at the option of the Lessor, up to the full replacement value of the Property, such insurance to be effected with such insurance office as the Lessor may from time to time may select

6.2 Lessee's responsibilities

The Lessee will insure its fit out, furniture, fittings, stock equipment and/or machinery. The Lessee will effect and keep in force a policy of insurance with a reputable insurance company and punctually pay all premiums in respect of such policies.

7. INDEMNITIES

7.1 Lessee's indemnity

The Lessee indemnifies the Lessor and agrees to keep the Lessor indemnified against all loss or damage which the Lessor suffers which is caused directly by:

- (a) any default by the Lessee under this Lease
- (b) the wilful misconduct or the negligence of the Lessee or any of the Lessee's officers, employees, or agents and
- (c) loss, damage or injury to property or persons on the Property caused by the Lessee or any of the Lessee's officers', employees', agents' or contractors' negligent use of the Premises.

7.2 Lessor's indemnity

The Lessor indemnifies the Lessee and agrees to keep the Lessee indemnified against all loss or damage which the Lessee suffers which is caused directly by:

- (a) any default by the Lessor under this Lease
- (b) the wilful misconduct or the negligence of the Lessor or any of the Lessor's officers, employees, or agent and
- (c) loss, damage or injury to property or persons on the Property caused by the Lessor or any of the Lessor's officers', employees', agents' or contractors' negligent use of the Premises.

8. MAINTENANCE, REPAIR AND ALTERATION

8.1 Lessee to keep Premises in good repair

- (a) The Lessee shall keep the interior of the Premises, including the Fixtures and Fittings, in good repair and condition as they were at the Commencement Date and at the expiration, or sooner determination, of the Lease shall yield up the Premises in good repair and condition.
- (b) The obligation of the Lessee stated in clause 8.1(a) does not include responsibility for damage caused by flood, fire, storm, and tempest, act of God where such damage is not attributable to any act or omission on the part of the Lessee or persons under the control of the Lessee.
- (c) The Lessee shall replace, at the Lessee's expense, any broken glass or breakage or damage to doors, windows, light fittings and power points in the Premises and keep that part of the electrical system of the Premises from the switchboard to all power outlets in good operating condition.
- (d) The Lessee shall be responsible for fair wear and tear from reasonable use and the preventative/cyclic/planned maintenance (as recommended by the manufacturer) of the following:
 - a. Air Conditioning Units installed in the premises at the time of signing of this lease. All repairs, replacement and installation costs of Air

Conditioning Units will be the lessee's responsibility from the commencement of this agreement. All units purchased by the lessee will remain the property of the lessee at the termination of this agreement. All Units belonging to the lessor at the commencement of this agreement will remain the property of the lessor.

- b. Internal Staircases maintenance and upkeep will be the responsibility of the lessee in accordance with 8.1 (a) & (b)
- c. Roof & External Doors and Windows maintenance and upkeep will be the responsibility of the lessee in accordance with 8.1 (a) & (b)
- d. Fire Fighting Equipment within the building will be the responsibility of the lessee in accordance with 8.1 (a) & (b)
- e. Car Park Gate and Parking Area will be the responsibility of the lessee in accordance with 8.1(a) & (b)

8.2 Rubbish removal

The Lessee shall ensure the regular removal of all rubbish and trade wastes from the Premises and the area surrounding the Premises and will not leave bins or containers outside Premises nor deposit any goods or rubbish or other obstruction in any entrance to the Premises or in any corridor or passage or stairway to the Premises nor allow any goods to be packed or unpacked at the corridors, passage or stairways.

8.3 Security

The Lessee will be responsible for its own security requirements and may hire its own security guard or security firm to provide security to the Premises during such hours as considered reasonable by it. If the Lessee wishes to hire its own security, it shall give written notice to the Lessor and it must comply with the reasonable direction given to it by the Lessor regulating any security arrangements.

8.3 Maintenance by the Lessor

The Lessor shall be responsible for the upkeep, maintenance and servicing of the fire detection systems (Fire Alarm Panel, Detectors and associated equipment) installed in the Premises, in accordance with a servicing programme provided by the Lessor and all servicing costs will be paid by the Lessor.

8.4 Notice of damage and defects by Lessee

The Lessee shall immediately give notice to the Lessor of:

- (a) any damage or accident to, or defects in, the Premises or in the Property or in any of the Services or other facilities provided by the Lessor in the Premises or the Property and

- (b) any circumstances occurring within the Premises or the Property likely to cause damage or injury .

8.5 Common Area

The Lessor shall maintain the Common Areas throughout the Term and the Lessee is granted the right of non- exclusive use, in common with others, for their proper and intended purposes.

9. RIGHTS RESERVED BY LESSOR

9.1 Maintenance by Lessor

The Lessor may use, maintain and repair all common services and Fixtures and Fittings in, on or passing through the Premises or the Property, but in so doing the Lessor will cause as little inconvenience to the Lessee as is reasonably possible.

9.2 Entry by Lessor to view and effect repairs and alterations

The Lessor may enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- (a) to view the condition or state of repair of the Premises and to ascertain whether or not there has been any breach of the covenants in this Lease
- (b) to carry out maintenance, repairs or other works to the Premises or Services to the property or to any adjacent Property
- (c) to execute any work required to remedy a defect which is the Lessee's duty to remedy if the Lessee has not, within **10 Business Days** of the date of receipt of written notice from the Lessor requiring remedial action, taken that action, and without prejudice to other remedies, the Lessor may recover the costs of the remedial action from the Lessee on demand
- (d) for the purpose of complying with the terms of any statute affecting the Premises or the Property or any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease
- (e) in the event the Premises or the Property are either destroyed or damaged for the purpose of rebuilding or restoration and
- (f) for the purpose of carrying out any repairs, alterations, additions or other works to the utility or other services provided to the Premises and other areas of the Property.

In exercising such rights the Lessor shall use best endeavours to minimise disturbance to the Lessee.

10. COVENANTS BY LESSOR

10.1 Rates

Subject to the provisions of this Lease, the Lessor shall pay all rates, taxes and assessments charged upon the Property except those which the Lessee is obliged to pay. The Lessor has the right to recover appropriate apportionment of such rates and taxes through the allocation of Building Expenses under the terms of this Lease.

10.2 Quiet enjoyment

Subject to this Lease, the Lessee performing the Lessee's obligations under this Lease shall peaceably possess and enjoy the Premises without any undue interruption or disturbance from the Lessor.

10.3 Maintenance by Lessor

- (a) The Lessor shall keep and maintain the Property and all services in good order and repair and shall:
 - (i) take all reasonable steps to keep the Services in working order and condition
- (b) The Lessor shall use its best endeavours to keep and maintain service maintenance contracts for Fire Detection Equipment and at the Landlord's option any other Services unless it is the obligation of the Tenant to maintain such contracts.

11. COMPLIANCE WITH STATUTES

The Lessee will comply with the provisions of all statutes, regulations and by-laws in any way relating to or affecting the Premises, Building or Land and the use of them. The Lessee will comply with the provisions of all licenses, requisitions and notices issued or made by any competent authority in respect of the Premises or the use of the Premises by the Lessee.

12. DESTRUCTION OR DAMAGE

12.1 Destruction

If the Premises or any portion of the Property shall be destroyed or so damaged:

- (a) as to render the Premises untenable, then the Term shall at once terminate or
- (b) in the reasonable opinion of the Lessor as to require the demolition or reconstruction of the Premises or the Building, then the Lessor may within three months of the date of damage or destruction give the Lessee one month's written notice terminating this Lease

and, in either case, the Rent shall cease to accrue from the date of termination. Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other for any prior breach of this Lease.

13. RIGHT TO REMOVE FIXTURES

Provided there is no continuing breach of the terms of this Lease, the Lessee shall be entitled upon giving up possession of the Premises to remove all its Fixtures and Fittings which the Lessee has installed in the Premises and the Lessee shall make good, at the Lessee's own expense, all damage that may be done by the removal of those fittings and fixtures.

14. DEFAULT

14.1 Default by Lessee

If at any time the Rent is in arrears and unpaid for **10 Business Days** after any payment date (whether it has been demanded or not) the Lessor may:

- (a) distrain for rent or other moneys payable under this Lease remaining unpaid after the due date
- (b) immediately, or at any time subsequently, and without any notice or demand re-enter (forcibly if necessary) the Premises or any part of the Premises and by such action determine the Lessee's estate and interest in the Premises and
- (c) expel and remove the Lessee and the chattels of the Lessee and those claiming under the Lessee without being guilty of any manner of trespass or conversion

and in which event the Lessor shall not be liable for any loss or damage resulting from the exercise of any of its powers set out in this clause. Upon such event this Lease shall cease and determine, but without releasing the Lessee from liability in respect of any breach of any covenant.

14.2 Default by Lessor

- (a) If the Lessor defaults under any provision of this Lease, the Lessee may give the Lessor notice of the default.
- (b) If the Lessor does not remedy the default within 10 Business Days after the Lessee giving that notice, the Lessee may (but is not obliged to) remedy the default.
- (c) The Lessor must pay on demand the Lessee's reasonable costs and expenses incurred in remedying the Lessor's default.
- (d) If the Lessor does not remedy the default within 20 Business Days after the Lessee giving that notice, the Lessee may end this Lease by giving notice to the Lessor.
- (e) If any payment is due from the Lessor to the Lessee under this Lease, the Lessee may with the prior written consent of the Lessor deduct that amount from the Rent and from other payments due from the Lessee to the Lessor under this Lease.
- (f) If the Lessee exercises any of its rights under this clause, the Lessee will not be liable to the Lessor and the Lessee's rights and remedies under this Lease or in connection with the Lessee's occupation and use of the Premises will not be affected.

15. TERMINATION

In the event a party wishes to terminate this Lease, **six (6) months'** written notice must be given by the terminating party to the other party of its intention. Prior to terminating this Lease, the terminating party must ensure that all its obligations under this Lease (rent and other obligations) are fulfilled.

16. GENERAL

16.1 Notices

- (a) Any notice given pursuant to this Lease must be in writing and may be given by pre-paid express courier addressed to each other party at the address specified in this Lease or as subsequently notified in writing, or by hand delivery or facsimile to the same address and any such notice is deemed to have been received
 - (i) if served by express courier on the date signed for
 - (ii) if served by hand delivery, on the date delivered by hand
 - (iii) if sent by facsimile transmission, when the transmitting machine produces a written report that the notice has been effectively

sent to the other party

provided that if the notice is deemed under paragraph (c) to have been received on a day which is not a Business Day, it will be deemed to have been received on the next Business Day.

- (b) The address for service of any notice is:
 - (i) to the Lessor at the address and details set out in **Item 14**
 - (ii) to the Lessee at the address and details set out in **Item 15**
- (c) In the case of any notice or document required to be served or given by the Lessor, the same may be signed **on** behalf of the Lessor by any authorised officer of the Lessor or by the Lessor's solicitors.

16.2 Arbitration

- (a) Any dispute that arises from or touches upon this Lease must be referred to arbitration before a single arbitrator agreed upon by the parties or otherwise appointed in accordance with the Arbitration Act and with arbitration to take place otherwise in accordance with the Arbitration Act.
- (b) Nothing in the forgoing provisions shall prevent any party to this Lease from seeking urgent interlocutory relief from any court of competent jurisdiction.
- (c) Notwithstanding anything to the contrary expressed or implied in this Lease, the provisions of this clause shall survive the cancellation or termination of this Lease.

16.3 Compliance with laws

If any change in use requires compliance with any law or legal requirement the Lessor, as a condition of granting consent, may require the Lessee to comply with such law or legal requirement and to pay any compliance costs incurred by or otherwise for the account of the Lessor.

16.4 Acknowledgement

The Lessee acknowledges that it has before Commencement Date examined the entire interior and exterior of the Premises, including plumbing, heating and electrical appliances, smoke detector(s), Fixtures and Fittings, carpets and paint and have found them to be in good, safe and clean condition and repair and satisfactory in all respects for its purposes.

16.5 Confidentiality

The contents of this Lease are confidential and will not be disclosed by either party to this Lease. No third party (other than the parties' relevant employees, professional advisers or insurers) or may have access to this Lease except with the consent of the other party or as required by law or in order to enforce or take any step under this Lease. This clause survives the expiry or termination of this Lease.

16.6 Resumption

If the Premises or the normal means of access to the Premises are resumed or taken for any public purpose by any Authority, either party may by notice to the other end this Lease (without prejudice to the accrued rights of either party in respect of any default before the end of the Lease).

16.7 Reading down

If a provision of this Lease is held to be invalid or unenforceable, it is to be read down or severed to the extent of its invalidity or unenforceability and the validity and enforceability of the remaining provisions shall not be affected.

16.8 No set-off

Subject to any right of set-off that may be contained in this Lease, the Lessee may not withhold or make a set-off against any money due to the Lessor:

- (a) under this Lease or in connection with the Lessee's occupation of the Premises on the grounds of any claim by the Lessee that the Lessor allegedly owes the Lessee money or has some cause of action against the Lessor arising out of this Lease or the Lessee's occupation of the Premises and
- (b) under any other agreement or arrangement with the Lessor on the grounds of any claim by the Lessee that the Lessor owes the Lessee money or has some cause of action against the Lessor under such agreement or arrangement.

16.9 Exclusion of implied statutory provisions

All covenants, powers or other provisions implied into leases by statute or law (including those implied in leases by virtue of the Property Law Act are to the extent permissible at law excluded from this Lease.

16.10 Entire agreement

This Lease constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior agreement(s) between the parties whether written or oral.

16.11 Variation

Any provision in this Lease may be varied by written agreement between the parties. No variation to this Lease will be legally enforceable unless it is in writing and signed by the parties.

16.12 Amendment, modification, etc.

No amendment, modification or waiver in respect of this Lease will be effective unless evidenced in writing (including writing evidence by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes, or electronic messages on an electronic messaging system.

16.13 Force Majeure

- (a) In the event of inability of any party(s) to this Lease to perform its obligations under this Lease by reason of riot, earthquake, volcanic activity, fire, storm, operation of law or other like cause beyond the control of that party (“**force majeure event**”), such party(s) shall, upon service of notice specifying the force majeure event (including due particulars of the time the force majeure event commenced having effect) (“**force majeure notice**”) on all other parties to this Lease, be released from its obligations under this Lease if and to the extent that such party(s) is prevented or delayed from performing such obligations by reason of that force majeure event (“**release**”), but without prejudice to any pre-existing claim or pre-existing liability in respect of this Lease.
- (b) No force majeure notice will be effectual unless it is served within a reasonable time of the occurrence of the force majeure event, such time to be determined having regard to the circumstances then prevailing.
- (c) The non-performing party shall forthwith upon the cessation of a force majeure event, serve each party to this Lease with notice specifying the cessation of the force majeure event (including due particulars of the time the force majeure event ceased having effect) (“**cessation notice**”).
- (d) For the avoidance of doubt:
 - (i) the service of a force majeure notice is a condition precedent to the non-performing parties’ reliance upon any release pursuant to this clause.
 - (ii) a release shall continue only for such time as the non-performing party is incapable of performing its obligations by virtue of the force majeure event.

- (iii) any dispute concerning whether an event constitutes a force majeure event shall be resolved pursuant to the dispute resolutions provisions of this Lease.
- (iv) no strike, lockout or similar industrial action shall comprise a force majeure event.

16.14 Counterparts

This Lease may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Lease by signing any counterpart. The parties agree to execute any counterpart copies delivered to them for execution.

16.15 No representations

Each party warrants that it has entered into this Lease solely in reliance upon its own skill and judgment and it has not relied upon any oral or written representation made to it by the other party(s), or its employees or agents, and that it has made (and has been permitted a reasonable opportunity to make) its own independent investigations into all matters relevant to the subject matter of this agreement.

16.16 Further assurances

Each party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by any other party effectively to carry out and give effect to the terms and intentions of this Lease whether before or after the Commencement Date.

16.17 Independent Advice

The parties acknowledge that prior to entering into this Lease they were provided with a copy of this Lease and advised to, and provided with the opportunity of seeking independent legal advice as to its provisions.

16.18 Jurisdiction

This agreement is governed by Fiji law and the parties shall and do hereby submit to jurisdiction of the Fiji courts.

EXECUTION

EXECUTED by the parties as follows:

Signed on behalf and with the authority of [Name of Lessor]:

Authorised Signatory

Print

Name

Witnessed by:

Witness to print name and address

Signed on behalf of and with the authority of THE
UNIVERSITY OF THE SOUTH PACIFIC by:

Authorised Signatory

Print

Name

Witnessed by:

Barrister/

Solicitor/

Notary

Public

Print name and affix stamp

SCHEDULE 1

REFERENCE TABLE

Item 1	Lessor [] Limited a company incorporated under the laws of Fiji with its registered office at []
Item 2	Building The building known []
Item 3	Car Parking Spaces [] car parking space(s) in the Building as outlined in yellow in Annexure 1
Item 4	Commencement Date The Lease shall commence on [] unless otherwise agreed to by the parties in writing.
Item 5	Conditions The Lessor and Lessee agree that: (a) This Agreement shall not be or become an agreement to lease any land unless and until the following is obtained the consent of the Director of Lands as head lessor of the Premises, being granted to the Lessor to sublease the Premises to the Lessee. (b) The Lessor shall be responsible for obtaining the consents set out in clause (a) above. parties shall co-operate with each other in all respects using best endeavours to secure the consent of the Director of Lands. (c) If such consents are not obtained by the Condition Date or such later date as the parties may in writing agree: (i) this Agreement shall be void and of no effect save that the Lessee shall vacate possession and the Lessor shall be bound to refund to the Lessee the rent paid in advance (less an apportionment of rent up to the date of the Lessee vacating possession) and Security Deposit paid by the Lessee (ii) neither party shall have any further right or claim against the other under this Agreement.
Item 6	Expiration Date []

- Item 7** **Land**
The whole of the land described as Crown Lease No. [] being Lot [] Section [] located in the town of [], in [] and having an area of [] acres.
- Item 8** **Premises**
That part of the Building situated at the 1st and 2nd floors of the Building and having an area of XX square metres as more particularly outlined in red on the plan attached.
- Item 9** **Rent**
\$XXXXX (XXX Hundred and XXXX Thousand Dollars) plus VAT per annum
- Item 10** **Renewal terms**
[] further terms of [] years each
- Item 11** **Security Deposit**
The equivalent of [] months' Rent payable in accordance with clause ____.
- Item 12** **Term**
[Years] commencing on the Commencement Date.
- Item 13** **Rent Review Dates**
Commencement date of a further term
- Item 14** **Address of the Lessor**
Address: XXXXXXXXXXXXXXXXXXXXXXXX

Facsimile:

Attention:

Email:
- Item 15** **Address of the Lessee**
Address: The University of the South Pacific

Facsimile:

Attention:

Email:

PLAN

SCHEDULE 2

LIST OF LESSOR'S FIXTURE AND FITTINGS

A. Lessor's fixtures, fittings and chattels listing

The Lessor leases to the Lessee the shell only.

B. Lessee's fixtures, fittings and chattels listing are all those not mentioned in A. above.

All fixtures, fittings and chattels belong to the Lessee.

SCHEDULE 3

RENT REVIEW PROCESS

Review

1. The Rent may be reviewed by the Lessor as follows (and for the avoidance of doubt the Lessor may combine or separate reviews of Rent and Car park Rent or waive its right to review any or all of them):
 - (a) The Lessor shall commence a review by not earlier than three (3) months prior to a rent review date or at any time up to the next following review date giving written notice to the Lessee ("Rent Review Notice") specifying the rent considered by the Lessor to be the current market rent for that period between the Review Date and the next Review Date or the expiration of the Lease together with reasonable evidence which substitutes the rent ("New Rent").
 - (b) If the parties cannot agree on the New Rent within fourteen (14) days of the Lessee receiving the Rent Review Notice, the Lessee may by written notice to the Lessor within twenty-eight (28) days after receipt of the Rent Review Notice, dispute the New Rent ("Dispute Notice"); the New Rent shall be determined in accordance with clause 2 below **PROVIDED THAT** the New Rent shall not be less than the Rent payable during the period of twelve (12) months immediately preceding the relevant Review Date.
 - (c) If the Lessee fails to give a Dispute Notice (time being of the essence) the Lessee shall be deemed to have accepted the New Rent specified in the Rent Review Notice.
 - (d) The New Rent so determined or accepted shall be the Rent from the Review Date.
 - (e) Pending the determination of the New Rent, the Lessee shall pay the Rent specified in the Rent Review Notice provided that the New Rent is substantiated by an made in accordance with clause 2 (below). Within 30 days of a binding determination of the New Rent being made, the parties must make an appropriate adjustment to the Rent for the difference in Rent actually paid and the Rent which should have been paid since the Review Date.
 - (f) The New Rent at the option of either party may be recorded in a deed, the cost of which and the stamp duty on which shall be payable by the Lessee.
 - (g) In the event that the Commerce Commission or any other governmental authority shall make any order or other determination under the Commerce Commission Decree 2010 or any other legislation

restricting the amount of the New Rent below the sum otherwise determined under this clause then the New Rent shall be reduced to the same amount as the maximum Rent permitted by that order or determination but only for so long as that order or determination shall affect the New Rent .

Rent determination if parties disagree

2. If a Dispute Notice is given by the Lessee the New Rent may be determined by registered valuers acting as experts as follows:
 - (a) each party shall appoint a valuer and give written notice of the appointment to the other party within fourteen (14) days of the receipt by the Lessor of the Dispute Notice
 - (b) if a party fails to appoint a valuer within the fourteen (14) day period then the valuer appointed by the other party shall determine the New Rent and such determination shall be binding on both parties
 - (c) the appointed valuers, before commencing their determination, shall appoint an umpire who need not be a registered valuer
 - (d) the valuers shall determine the New Rent according to law of the premises and if they fail to agree then the New Rent shall be determined by the umpire
 - (e) each party shall be given the opportunity to make written or oral representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound by them.

When the New Rent has been determined the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.

SCHEDULE 4

DEED OF RENEWAL

RENEWAL OF LEASE made as of the _____ day of _____ 20____

BETWEEN: *Insert name of entity* having its registered address at *[insert registered address]* and its successors or assigns (**Lessor**)

AND: *Insert full name, residential address (if Lessee is a natural person) or registered office (if Lessee is a company) and occupation (if Lessee is a natural person)* having its successors and assigns (**Lessee**)

WHEREAS

- A. The Lessor and the Lessee are parties to the Lease.
- B. The Lessee has exercised a right to renew the Lease in terms of the Lease, requiring the parties to execute this Deed.

THIS DEED WITNESSES

1 INTERPRETATION

1.1 In this Deed:

Lease means the Lease Agreement dated *[insert date]* between *[insert name of lessor]* and *[insert name of lessee]* and includes any existing variation, renewal or extension of this lease

Lessor and **Lessee** includes their respective successors, executors, administrators and permitted assigns

Premises means the premises leased pursuant to the Lease

Renewed Term means the renewed term of the Lease evidenced by this renewal.

- 1.2 This Deed is supplemental to the Lease and expressions and definitions used in this Deed bear the same meaning given to them in the Lease.
- 1.3 Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

2 RENEWAL OF TERM

- 2.1** In pursuance of the right to a renewed term contained in the Lease, the Term of the Lease is renewed for a period of [*insert length of renewal*] years from [*insert date of commencement of Renewed Term*].
- 2.2** For the purposes of clarity the parties acknowledge that this renewal is the [*insert number of previous renewals exercised plus this renewal*] renewal of the Term of the Lease and the Lessee has [*insert number of rights of renewal remaining*] further rights to renewed terms.

3 Rent, Building Expenses and other payments

- 3.1** From the date of commencement of the Renewed Term the Lessee shall pay to the Lessor, Rent at the rate of \$ *amount* plus VAT per annum payable in advance by equal monthly payments of \$ *amount of rental payable monthly* commencing with a first payment on *date on which first payment to be made*.
- 3.2** On signing of this Deed, the Lessor shall pay the difference (if any) of the Security Deposit under the Lease and any increase in Premises Rent from the date of commencement of the Renewed Term.
- 3.3** To avoid doubt, during the Renewed Term the Lessor may review the Rent on the following Rent Review Dates in accordance with clause *clause in lease dealing with rent reviews* of the Lease:

Here specify rent review dates.

- 3.4** The Lessee otherwise shall continue to pay all other amounts as provided in the Lease during the Renewed Term.

4 Confirmation of other lease covenants

The Lessee acknowledges to the Lessor that during the Renewed Term the Lessee shall continue to hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this Deed, and the Lessee covenants with the Lessor that the Lessee shall duly and punctually perform and observe the covenants and provisions of the Lease but as varied by this Deed.

5 Costs

The Lessee will pay the costs and disbursements of and incidental to this Deed.

6. General

The provisions of clauses 16.10 – 16.19 (inclusive) of the Lease apply equally to this Deed as though they had been fully set out in it.

EXECUTED as a deed.

By the Lessor

THE COMMON SEAL of was]
hereunto affixed in accordance with its]
Articles of Association:

.....
Director

.....
Director / Secretary/ Authorised
Person

By the Lessee

Delete as applicable

If Lessee is a Fiji company

THE COMMON SEAL of]
..... was hereunto affixed in]
accordance with its Articles of Association]

.....
Director

.....
Director / Secretary/ Authorised
Person

If Lessee is an individual

The signature of was made in my presence]
and I verily believe that such signature is of the]
proper handwriting of the person described as]
..... and I certify that the contents hereof was]
read over and explained to him/her in the]
..... language and he/she appeared fully to]
understand the meaning and effect thereof:

Barrister / Solicitor / Notary Public:

Print Name and affix stamp:

If Lessee is a foreign company

..... by its directors in the
presence of:

Director

Director

Print Name

Print Name

Witness to signature

Witness to signature

Print name, address and
occupation

Print name, address and occupation

Insert attorney clause