

**THE UNIVERSITY OF THE SOUTH PACIFIC**

**AND**

The person named as the Tenant in the Schedule of this Agreement

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**RESIDENTIAL LEASE AGREEMENT**

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University of the South Pacific  
Laucala Campus  
Suva

**THIS RESIDENTIAL LEASE AGREEMENT** is dated

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**BETWEEN:** **THE UNIVERSITY OF THE SOUTH PACIFIC** (*insert registered office*) (together with its successors and/or permitted assignees referred to as the “**Landlord**”)

**AND:** The person named as the Tenant in the Schedule of this Agreement (together with its successors and/or permitted assignees referred to as the “**Tenant**”) [*insert full name, residential address (if party is a person) or registered office (if party is a company) and occupation (if party is a person)*]

## **INTRODUCTION**

The parties wish to fully set out the terms on which the Landlord will lease to the Tenant the Property together with the fixtures, fittings and furniture as described in the Schedule to this Agreement (and as may be revised from time to time by written consent) (“**Premises**”).

## **AGREEMENT**

### **1. TENANCY**

- 1.1 The Landlord agrees to grant and the Tenant agrees to accept a lease of the Premises commencing on the Commencement Date for the Term as set out in the Schedule
- 1.2 The Tenant shall have the right to renew the lease of the Premises for the Renewed Term at a rental to be mutually agreed (and providing that the Tenant is not in breach of this Agreement) on the following basis:
  - (a) the option may be exercised by the Tenant by giving notice to the Landlord not less than two (2) months before expiry of the Term. The option shall lapse if, ~~one (1) month~~ before expiry of the Term, the parties have not reached agreement on the Rent for the Renewed Term;
  - (b) if agreement is reached on Rent for the Renewed Term, references to the Term in this Agreement shall include references to the Renewed Term.

### **2. RENT**

- 2.1 The annual Rent plus Value Added Tax (if applicable), shall be payable in

monthly installments in advance on the first day of each and every month during the Term. Payments shall be free from any deductions and paid by way of wire transfer or direct deposit on the first day of every calendar month into the nominated bank account referred in clause 2.2.

- 2.2 Rent shall be paid into the bank account of the Landlord the details of which are set out in the Schedule.

### 3. BOND

The Landlord acknowledges that the bond equivalent to **one (1) months'** rental ("**Bond**") has been paid by the Landlord by the Tenant upon execution of this Agreement. The Landlord shall be entitled to hold the deposit by way of security for the due observance and performance by the Tenant of the conditions contained in this Agreement **PROVIDED THAT** upon the expiration of the said term the Landlord shall refund to the Tenant the deposit without interest, having deducted all justifiable costs (if any) in respect of arrears of Rent and in relation to any breach by the Tenant of any of the conditions in this Agreement.

### 4. CONDITIONS

- 4.1 The Landlord and Tenant agree that:

- (a) This Agreement shall not be or become an agreement to lease any land unless and until the Consents set out in the Schedule obtained.
- (b) The parties shall co-operate with each other in all respects using best endeavours to secure the Consents referred to in sub-paragraph (a)
- (c) If such Consents are not obtained within a period of 180 days, from the date of which the applications are lodged, or such later date as the parties may in writing agree:
  - (i) this Agreement shall be void and of no effect save that the Tenant shall vacate the Premises and the Landlord shall refund any Rent paid in advance (less an apportionment of Rent up to the date of the Tenant vacating possession)) and Bond paid by the Tenant
  - (ii) Neither party shall have any right or claim against the other under this Agreement.

### 5. TENANT'S COVENANTS

- 5.1 The Tenant covenants with the Landlord as follows:

- (a) to pay the Rent in the manner referred to in Clause 2
- (b) to use the Premises for residential purposes only and for occupation by the Tenant, the Tenant's immediate family and short-term guests

- (c) to be responsible for all charges for electricity, water, gas, telephone and security services payable in respect of the Premises during the Term
- (d) to keep and at the determination of the Term yield up the Premises in good and tenable condition and repair (depreciation from fair wear and tear, weather or natural causes without the neglect of the Tenant expected)
- (e) to be responsible for insurance of the Tenant's personal property and furniture kept at the Premises.
- (f) to keep the gardens and grounds of the Premises in clean and tidy condition and free from noxious weeds.
- (g) not to assign sublet or part with possession of the Premises or any part of them or to use them other than as a private residence, without the prior written consent of the Landlord
- (h) not to do, permit or suffer to be done upon the Premises anything that may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment or comfort of the owners or occupiers of adjoining properties
- (i) not to damage any of the walls or partitions of the Premises nor make any structural or other alterations or additions without the prior written consent of the Landlord
- (j) to make good, reinstate and repair all damage to the Premises occurring as a result of any act or omission of the Tenant or any occupants, visitors, servants or agents of the Tenant (depreciation from fair wear and tear, weather or natural causes without the neglect of the Tenant expected)
- (k) to permit the Landlord or its agents to view and inspect the state and condition of the Premises at all reasonable times (provided that no less than 24 hours' notice is provided by the Landlord to the Tenant)
- (l) not to do or permit to be done anything which may render any increased or extra premium payable for any insurance of the premises effected by the Landlord, or which may make void or voidable any policy for such insurance
- (m) with regard to the responsibilities of the Tenant contained in this Agreement, to comply with all by-laws regulations and requirements of the town or city council or other local authority in respect of the Premises
- (n) to keep the Landlord's furniture, fittings, and chattels (as set out in the Schedule) in good repair and condition and to restore them to the Landlord at the termination of this Agreement in the like condition (depreciation from fair wear and tear, weather or natural causes without the neglect of the Tenant excepted)

(o) in the event of a hurricane warning being issued by the Fiji Meteorological Office for the general area in which the Premises are located, the Tenant undertakes to erect and fit all the hurricane shutters, if any, provided by the Landlord for the Premises

(p) To immediately repair and replace:

- (i) All broken glass in the Premises, including exterior windows, with glass of the same or similar quality
- (ii) All damaged fuses, switches, bulbs, tubes or other lighting elements and electrical equipment installed upon the Premises and
- (iii) The washers of any leaking taps.

## **6. LANDLORD'S COVENANTS**

6.1 The Landlord covenants with the Tenant as follows:

- (a) to insure and keep the Premises (but not the Tenant's property) insured against loss or damage by fire, earthquake, cyclone, explosion, storm, tempest, hurricane, flood or other inevitable accident in such sum as the Landlord shall consider fit and in the case of damage to or destruction of the Premises, adequate (unless the insurance monies shall be found to be irrevocable through the act or default of the Tenant) to rebuild and reinstate the Premises as quickly as possible
- (b) to pay all rates, charges and taxes levied on the Premises by any local authority in full
- (c) to carry out structural repairs or alterations to the Premises that may be necessary to comply with all by-laws, regulations or requirements of any government authority
- (d) that the Tenant, upon paying the Rent and performing the Tenant's covenants contained in Clause 5, shall peacefully hold and enjoy the Premises during the term without any interruption or disturbance from or by the Landlord or its agents

## **7. PROPERTY DAMAGED/DESTROYED**

7.1 If any time during the continuance of this Agreement the Premises or any part of the Premises shall be destroyed from any cause other than the act or default of the Tenant (or any occupants, visitors, servants or agents of the Tenant) so as to render the Premises unfit for occupation:

- (a) Either the Landlord or the Tenant may at any time within one week from the occurrence of the damage or destruction give to the other notice in writing to terminate this Agreement and after that notice is given this Agreement shall cease and be void as from the date of occurrence of such

damage or destruction but without prejudice to:

- (i) The rights and remedies of either party against the other in respect of any earlier claims or breach of covenant or
- (ii) The rights of the landlord in respect of any Rent payable up to the date of termination

(provided that the Tenant shall not have a right to terminate this Agreement if the damage or destruction is caused by the Tenant)

(b) provided that the insurance effected by the Landlord shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Tenant, then the Rent (or a proportionate part according to the nature and extent of the damage sustained) shall cease to be payable until the Premises have been restored and reinstated and again rendered fit for occupation and use or until this Agreement shall have been terminated pursuant to Clause 7(a) above.

## **8. NOTICES**

Any notice required to be given or served under this Agreement shall be in writing and shall be deemed to be given or made when hand delivered to either the Landlord or Tenant at the address specified in the Schedule for each of the Landlord and Tenant.

## **9. DEFAULT**

9.1 Either party may terminate this Agreement on seven days' prior written notice:

(a) in the case of the Landlord, if the Rent remains unpaid 30 days after the due date

(b) in the case of either party:

(i) if there has been a material breach of this Agreement which cannot be remedied

(ii) if there has been a material breach of this Agreement by one party which is capable of remedy but that party has failed, on receipt of written notice of the breach to remedy it within 14 days (or such other longer period as may be reasonable to remedy the breach) of receipt of that written notice,

But without prejudice to all or any other legal rights it may have, including for previous breaches under this Agreement.

9.2 Either party may terminate this Agreement, for any reason or for no reason, upon not less than 30 days prior written notice to the other party stating such

party's intention to terminate this Agreement

**10. UNENFORCEABILITY**

In the event that any term of this Agreement is found to be invalid, unlawful or unenforceable, such term will be severable from the remaining terms, which continue to be valid and enforceable. If any invalid term is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

**11. VARIATION**

No variation or amendment to this Agreement shall be binding upon either the Landlord or the Tenant unless it is in writing and signed by each of the parties or by their duly authorized representatives.

**12. REMOVAL OF TENANTS FIXTURES**

Any fixtures, fittings or furniture installed or placed on or on the Premises by the Tenant shall remain the property of the Tenant, who shall have the right to remove such property from the Premises (making good any damage caused by removal of those fixtures, fittings or furniture) within a reasonable time after the end of the Term. If the Tenant does not remove the fixtures, fittings, or furniture within a reasonable time after the end of the Term, the Landlord shall dispose of the fixtures, fittings or furniture in any manner it deems fit including by way of sale without any liability or compensation to the Tenant.

**13. DISPUTES**

Any dispute or difference arising between the Landlord and the Tenant in relation to this Agreement shall be determined by arbitration in accordance with the Arbitration Act. If the parties are unable to agree on an arbitrator, an arbitrator shall be appointed, upon the request of any party, by the President or (failing him or her) the Vice President for the time being of the Fiji Law Society. That appointment shall be binding on all parties to the arbitration and shall not be subject to appeal. This clause shall not however preclude either party from commencing court proceedings for any dispute arising under this Lease.

**14. COSTS**

The Landlord and the Tenant shall respectively pay their legal costs and expenses incidental to the preparation and completion of this Agreement in duplicate. The Tenant alone shall pay the cost and expenses of and incidental to the stamping of this Agreement in duplicate under the Stamp Duties Act.

**15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Fiji and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Fiji.

**16. ENTIRE AGREEMENT**

This Agreement forms the whole of the agreement between the parties respecting the subject matter of it and no representation, warranty or statement not included or specifically provided for shall form part of the agreement between the parties.

**SCHEDULE**

- Agreement means this lease of the Premises to the Tenant
- Bond FJ\$ ..... which may be varied as and when reasonably required by the Landlord including being varied for any Renewed Term
- Commencement Date means .....
- Consents means the consent of the Minister of Land to the proposed lease of the Premises to the Lessee, if required under the Land Sales Act Cap. 137
- Landlord means THE UNIVERSITY OF THE SOUTH PACIFIC [insert registered office] together with its successors and/or permitted assignees
- Landlord's fixtures, fittings and furniture means .....
- Landlord's Bank Account Name of Account  
Account Number  
Branch  
Address
- Landlord's address for Notices Address  
Attention
- Tenants address for Address

**Commented [ML1]:** Amend to reflect relevant authority and/or bank if Premises subject to mortgage. Consent under Section 6 of LSA is only required if Tenant is non-resident and holds together with the area subject to the lease a total area of more than an acre



occupation

**TENANT**

*If Tenant is a foreign company:*

**SIGNED** by **[INSERT NAME]** by its  
[directors/authorized signatories] in the presence  
of:

\_\_\_\_\_  
Authorised Signatory \_\_\_\_\_ Authorised Signatory

\_\_\_\_\_  
Print Name \_\_\_\_\_ Print Name

\_\_\_\_\_  
Witness to signature \_\_\_\_\_ Witness to signature

\_\_\_\_\_  
Print Name, address and occupation \_\_\_\_\_ Print Name, address and  
occupation

*If Tenant is a local company:*

**THE COMMON SEAL** of \_\_\_\_\_ ]  
..... was hereunto affixed in \_\_\_\_\_ ]  
In accordance with its Articles of Association \_\_\_\_\_ ]

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Director  
Person

Director/ Secretary/ Authorised

*If Tenant is an individual*

**SIGNED** by [INSERT NAME] as the            ]  
Landlord in the presence of:                    ]

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**Barrister/Solicitor and his/her stamp**