

Standard Terms and Conditions for a Government Lease

1. LESSEE'S OBLIGATIONS

The Lessee hereby for himself and his agents and assigns and to the intent that the obligations may continue throughout the term hereby created, covenants and agrees with the Lessor as follows:

(a) RENTAL

To pay during the said term, the said reserved rent hereinbefore mentioned at the times and in the manner herein provided.

(b) UTILITIES

To pay all charges for electricity and for telecommunication services used by the Lessee and/or his agenttas on the Demised Premises during the term of this lease. In the event that the Demised Premises forms part of a commercial building and is not separately metered for electricity purposes, the Lessor shall invoice the Lessee separately from the monthly rent, for the Lessee's portion of the entire bill for electricity and for telecommunication services for the building. The Lessee acknowledges that the Demised Premises are designed to provide standard office use electrical facilities and standard office lighting. The Lessee and/or his agents shall not use any equipment or device that utilizes excessive electrical energy or which may, in the Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

(c) MAINTENANCE AND REPAIRS

(i) At all times to keep the interior of the Demised Premises and the appurtenances thereof including the internal walls, floor finish, doors, windows, window-blinds, ceiling, hinges of doors and windows and other glass fixtures, fittings, locks, fastenings, wires, waste water drains and other pipes and lavatories, sanitary and water faucets therein and the painting, papering and decoration thereof and any

alterations or additions thereto in good and tenantable repair and clean and proper condition throughout the said term with the exception of 1). fair wear and tear, 2). damage due to an inherent defect to or in the Demised Premises, 3). damage by fire or Act of God and such other risks against which the Lessor shall have insured, [save where the insurance monies shall be irrecoverable in consequence of any act or default of the Lessee] and to yield up the Demised Premises with the fixtures and additions thereto [other than such trade and other tenant's fixtures as shall belong to the Lessee] in such repair as aforesaid at the determination of the tenancy.

- (ii) In the event of any roof leaks, elevator problems, plumbing leaks, the tripping of breakers, breakdown of the airconditioning or any other problem for which the Lessor is responsible herein (including any problems that may amount to a breach of any fire and building standards, statutory requirements under the OSHA legislation or any other piece of legislation), the Lessee and/or his sub-lessee's or agents shall notify the Lessor in writing of the said problem and the Lessor, upon receipt of the said notice, shall take all necessary steps to have the said problem remedied in a prompt and expeditious manner. If, after one month from the date on which the Lessor receives the Notice, the Lessee and/or his sub-lessee's or agents are not satisfied that the problem is being addressed or has been resolved, the Lessee and/or his sub-lessee's or agents may procure and engage a contractor to perform the works/services in respect of the said problem and thereupon deduct the cost of the works/services from the rental sum/s.

(d) SUBDIVISION, ALTERATIONS AND ADDITIONS

- (i) The Lessee and/or his sub-lessee's or agents shall from time to time subdivide the floor of the Demised Premises having first obtained the written consent of the Lessor to do so and install temporary structures thereon,

provided that the installation or taking down of any such temporary structures does not cause any damage to the Demised Premises and at the request of the Lessor shall be removed at the end of the term of the lease.

- (ii) The Lessee and/or his sub-lessee's or agents shall not make or suffer to be made any other alteration addition or improvement to or of the Demised Premises shall not cut, alter or injure or suffer to be cut altered or injured the Demised Premised or any of the roofs, walls, partitions, timbers, floors, wires, pipes, drains, appurtenances, fixtures or fittings thereof, without the previous consent in writing of the Lessor, such consent not to be unreasonably withheld.

(e) HAZARDOUS AND COMBUSTIBLE MATERIALS

- (i) Not to store, keep or bring upon the Demised Premises any materials of a dangerous inflammable or explosive nature nor to do or permit or suffer to be done any act or thing by reason or in consequence whereof the policy or policies of insurance on the Demised Premises against damage by fire or explosion may become void or voidable or whereby the premium thereon may be increased and to repay to the Lessor all sums of money paid by it by way of increased premiums and all expenses incurred by it in or about any renewal of policy or policies rendered necessary by a breach or non-observance of this covenant.
- (ii) The Lessor shall disclose to the Lessee the relevant insurance policy or policies and the details of the circumstances in which the policy may become void and/or premiums increased due to the Lessee's acts or its hazardous material stored on the premises.

(f) ENTRY AND INSPECTION

To permit the Lessor and its agents, surveyors and others authorized by them respectively at all reasonable times to enter upon and view the state

and condition of the Demised Premises, upon written notice from the Lessor to the Lessee and/or his agents, which is to be delivered to the Demised Premises. If any defects or decays caused by the Lessee and/or his agents are found upon the Demised Premises, the Lessor, its agents or surveyors may serve upon the Lessee and/or his sub-lessee's or agents or leave on the Demised Premises, a notice in writing of such defects or decays and call upon the Lessee and/or his agents to substantially repair and make good the same **PROVIDED** that if the Lessee and/or his agents shall not within one month after service of such notice commence and proceed diligently with the execution of the works specified as aforesaid, then it shall be lawful for the Lessor and their agents, surveyors and workmen to enter upon the Demised Premises and execute such repairs and works and the reasonable costs thereof shall be a debt payable by the Lessee to the Lessor.

(g) ENTRY FOR REPAIRS

To permit the Lessor and/or their agents with or without workmen and others at all reasonable times and in case of fire or other emergency at any time, to enter into and upon the Demised Premises to execute such works and things as may be required, for any repairs alterations or improvements to the Demised Premises and to inspect and do repairs to any of the water pipes, air-condition ducts, electrical and other wires sewers, flues and drains, **PROVIDED** that a **written notice of entry for repairs**, addressed to the Lessee c/o the [insert tenant agency] is delivered to the Demised Premises and **PROVIDED** that the Lessor shall make good all damage caused to the property of the Lessee and/or his sub-lessee's or agents, in the exercise of the rights conferred in sub clauses [c] (ii), [f] and [g] hereof.

(h) USE OF PREMISES

(i) To use the Demised Premises as and for the business of the

Government of the Republic of Trinidad and Tobago.

- (ii) Not to use or permit the use of the Demised Premises or any part thereof for residential purposes without the Lessor's prior consent.
- (iii) Not to use or permit or suffer the Demised Premises or any part thereof to be used for any illegal or immoral purpose nor to commit or permit or suffer any waste, spoilage or destruction in or upon the Demised Premises and to report in writing to the Lessor any want of reparation of the structure and exterior of the Demised Premises.

(i) NUISANCE

Not to permit or suffer to be done upon the Demised Premises any act matter or thing whatsoever which may be or which in the opinion of the Lessor may be or become a nuisance or annoyance to the occupiers or to persons residing in or otherwise occupying any adjoining or neighbouring premises.

(j) ASSIGNMENT AND UNDERLETTING

- (i) Not at any time during the said term to assign underlet or part with or share the possession or occupation of the whole or any part of the Demised Premises without the previous written consent of the Lessor.
- (ii) Such consent to assign shall not be unreasonably withheld if the assignee or underlessee is a Government Ministry or any agency thereof or in the case of any other responsible or respectable proposed assignee or underlessee.

(k) ADVERTISING

Not to affix, erect, attach, or exhibit or permit or suffer so to be upon any part of the exterior of the Demised Premises or in the corridors vestibules or passages of or upon or outside any entrance windows roof or exterior wall of the Demised Premises any placard, poster, notice, advertisement, name, or sign whatsoever save those relating to the business of the Lessee and/or his agents, without the prior consent of the Lessor.

(l) GOVERNMENTAL REGULATIONS

At all times during the said term to comply in all respects with the provisions and requirements of all governmental or statutory authorities and regulations or orders made by them in respect of the user of the Demised Premises or any part thereof by the Lessee and/or his agents.

(m) LIABILITY

All of the Lessee's and/or his agents property kept on the Demised Premises during the lease shall be on the said Premises at the sole risk of the Lessee and/or his agents, and except for any negligence of the Lessor and his agents, servants, surveyors and workmen, the Lessor shall not be liable to the Lessee and/or his agents or any other person for any injury, loss or damage to such property on the Demised Premises. The Lessor however shall be liable to the Lessee and/or his agents for any damage to the Lessee's property due to the Lessor's non-compliance or failure to comply with the relevant statutory requirements.

(n) SURRENDER OF PREMISES

Subject to any agreement between the parties to extend or renew the term of this lease, the Lessee shall yield up the Demised Premises to the Lessor at the expiration or sooner determination of the said term, in good tenantable repair and condition, reasonable wear and tear excepted.

2. THE LESSOR'S OBLIGATIONS

The Lessor hereby for itself and its agents and assigns and to the intent that the obligations may continue throughout the term hereby created, covenants and agrees with the Lessee as follows:

(a) CONDITION OF PREMISES

Prior to the entry by the Lessee and/or his agents into the Demised Premises the Lessor shall put the said Premises in good repair and condition and shall ensure that the said Premises are in accordance with the acceptable building codes and standards and health and safety requirements applicable in Trinidad and Tobago. These include building services and facilities such as

elevators, escalators (if any), the aircondition system, plumbing system, electrical system, lighting, security systems and devices, fire detection and suppression systems, fixtures, washroom, proper suspended ceiling, floor finish and janitorial facilities. The Lessor shall also ensure that all civil/builder's and other structures such as walls, floor slabs, staircases, handrails, etc. are constructed in accordance with acceptable building codes and specifications.

(b) DELIVERY OF KEYS

Having fulfilled all statutory requirements in respect of the Demised Premises, the Lessee will be charged rent only from the date on which the Demised Premises are ready for occupancy and tendered by the Lessor's delivery of keys to the Lessee and/or his agents.

(c) RATES AND TAXES

The Lessor shall pay and discharge all outstanding, existing and future rates and taxes and assessments payable in respect of the Demised Premises inclusive of W.A.S.A rates and any other charges associated with arrangements made by the Lessor for a truck borne or other supply of water to the Demised Premises.

(d) ARCHITECTURAL AND SERVICE DRAWINGS

Prior to or upon the Lessee's and/or his agents occupation of the Demised Premises, the Lessor shall furnish the Lessee and/or his agents with copies of architectural and building service drawings to assist the Lessee and/or his agents in coping with emergency situations which may arise in the Demised Premises as well as to allow the Lessee and/or his agents to effectively outfit the said Premises.

(e) LOAD-BEARING CAPACITY

The Lessor shall provide to the Lessee and/or his agents, the relevant information regarding the load-bearing capacity of the various floors and sections of each floor of the Demised Premises prior to occupation so that the Lessee and/or his agents may be informed as to the structural implications

thereof.

(f) FIRE INSPECTION AND PROTECTION

- (i) The Lessor shall ensure that the Demised Premises are duly inspected by the Fire Prevention Unit, National Fire Service of Trinidad and Tobago prior to the occupation of the said Premises by the Lessee and/or his agents and shall provide for fire detection and suppression systems in accordance with the requirements established by the said Fire Prevention Unit and will maintain same in accordance with Clause (f) 2 hereunder.
- (ii) The Lessor shall provide for fire protection in accordance with the fire safety standards of the prevailing legislation. At all times during the term hereby created the Lessor shall be responsible for the maintenance and repair of all fire protection equipment necessary to conform to the requirements of the relevant and/or applicable legislation.

(g) ELECTRICAL INSPECTION AND MAINTENANCE

The Lessor shall furnish evidence to the Lessee that the Demised Premises has been duly inspected and approved by the Electrical Inspectorate prior to the occupation of the said Premises by the Lessee and/or his agents. The Lessor shall be responsible for carrying out preventative maintenance on the electrical and lighting system and shall maintain and keep in good and proper working order the generator/s (if any) on the Demised Premises.

(h) MAINTENANCE AND REPAIRS

- (i) At all times during the said term and at its own cost and expense the Lessor shall keep the exterior of the Demised Premises, the floors and structure, including but not limited to the foundations, the roof, the main walls, main structural members, the supporting columns and floor joists thereof in good and substantial repair and in clean and proper order and condition and likewise shall be responsible for all structural repairs of the Demised Premises but so that the Lessor shall not be liable under this

covenant for any repair covenanted to be carried out by the Lessee and/or his sub-lessee's or agents under the provisions of this Lease.

(ii) The Lessor shall effect all repairs to the Demised Premises for which the Lessor is liable under the provisions hereof and shall provide for interior maintenance and repairs in accordance with the Lessor's obligations herein, including the replacement of worn or damaged floor covering and repairs or replacement of the Lessor's fixtures and fittings necessitated by fair wear and tear, provided that the Lessee and/or his agents shall keep the interior of the premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear excepted.

(i) HEALTH AND SAFETY

The Lessor shall maintain the building's equipment, the roof, the base structure and exterior of the Demised Premises so as to conform to all applicable health and safety laws, ordinances and codes which are in effect at present or which may subsequently be enacted during the term of this Lease.

(j) AIR-CONDITIONING

At all times during the term hereby created the Lessor shall provide reasonable air-conditioning for the Demised Premises for seven (7) days per week and shall keep and maintain at its own cost, the air-conditioning equipment installed at the commencement of the lease in good and proper working order.

(k) SMOKE-DETECTORS AND FIRE EXTINGUISHERS

If the Lessor has outfitted the Demised Premises with smoke/heat detectors, then the Lessor shall test and clean the said smoke/heat detectors in the Demised Premises at regular intervals during each year of the term to ensure that the said detectors are fully functional. If the Lessor has outfitted the Demised Premises with fire extinguishers, then the Lessor shall also ensure that said fire extinguishers are usable and shall recharge them when necessary so as to make them fully functional.

(l) ELEVATORS

The Lessor shall provide evidence that the elevators (if any) were duly inspected by the relevant regulatory body prior to occupation of the Demised Premises by the Lessee and shall have the said elevators inspected and approved on a yearly basis. At all times during the term the Lessor shall, at its own cost, keep and maintain the elevators in good and proper working order.

(m) INTERRUPTION OF SERVICES

Notwithstanding anything herein contained, the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any interruption in any of the services hereinbefore mentioned by reason of necessary repairs or maintenance of any installations or apparatus or damage thereto or destruction by fire, water, Act of God or any natural disaster or other cause beyond the Lessor's control, inclement conditions or unavoidable shortage of fuel materials, water or labour, **PROVIDED** that the Lessor have used all due diligence to procure the restoration of the supply of the said services in the event of any interruption.

(n) INSURANCE

- (i) The Lessor shall (at the Lessor's cost) insure the Demised Premises and the Lessor's fittings and fixtures therein, against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient.
- (ii) If hazardous materials have been stored on the Demised Premises, the Lessor shall disclose to the Lessee and/or his agents, details of the relevant insurance policy or policies and details of the circumstances in which the policy or policies may become void and/or the premiums may be increased, due to the presence of the hazardous materials on the Demised Premises.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

(a) QUIET ENJOYMENT

The Lessee and/or his agents paying the reserved rent and performing and observing the covenants conditions and provisions herein contained and on the part of the Lessee to be performed and observed shall peaceably hold the Demised Premises during the said term without any interruption by the Lessor or by any person lawfully claiming through under or in trust for it.

(b) RE-ENTRY OF LANDLORD

If the rents hereby reserved or any part thereof shall at any time be in arrears and unpaid for thirty [30] days after the same shall become due [and upon the serving of a prior written or legal demand therefor] or if the Lessee and/or his sub-lessee's or agents shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee and/or his sub-lessee's or agents to be performed and observed or in the event that an assignee or sub-lessee of the Lessee shall become bankrupt or have a receiving order made against it or enter into any arrangement or composition for the benefit of creditors of such assignee or sub-lessee, then it shall be lawful for the Lessor to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thenceforth and so that the term hereby granted shall absolutely determine as if this Lease had not been made but without prejudice to any right of action or remedy of the Lessor.

(c) DAMAGE TO PREMISES

(i) In the event of any part of the Demised Premises being damaged or destroyed by fire, storm, tempest, earthquake, or other act of God or of the State's enemies during the continuance of this demise so as to render that part of the Premises unfit for occupation, the Lessor at its own expense shall reinstate same with all convenient speed failing which the Lessee and/or his agents shall have the right to cancel annul and determine this Lease by giving to the Lessor twenty-one (21) days' notice in writing of such intention and the Lessors will, until such time as the Demised Premises

shall again be fit for occupation, allow the Lessee and/or his agents a just proportional abatement of the rent hereby reserved according to the nature and extent of the damage sustained until that part of the Demised Premises shall have again been rendered fit for use and occupation and in case of any difference touching this sub-clause the matter shall be referred to arbitration as hereinafter provided.

- (ii) If at any time during the term hereby created the Demised Premises or such part thereof shall be destroyed or damaged by fire, storm, tempest, or other Act of God or of the State's enemies so as to render the Demised Premises unfit for occupation or use and entitle the Lessee and/or his agents to a total suspension or abatement of the rent as hereinbefore provided then and in such a case the Lessor shall be under no liability to rebuild the Demised Premises and in case of such destruction either party shall have the right to cancel annul and determine this lease by giving to the other twenty-one (21) days' notice in writing of such intention and in case of any difference touching this sub-clause the matter shall be referred to arbitration as hereinafter provided.

(d) ARBITRATION

If any question difference controversy or dispute whatsoever shall arise between the parties hereto with respect to the interpretation construction or meaning of this lease or any clause thereof or the respective rights duties or liabilities of the parties under this lease or otherwise in connection with the Demised Premises the matter in difference controversy or dispute shall be determined by arbitration in accordance with the provisions of the Arbitration Act Chap. 5:01 or any statutory re-enactment or modification thereof for the time being in force in Trinidad and Tobago.

(e) REMOVAL OF FIXTURES

On the determination of the term hereby created (whether by effluxion of time or resulting from the breach of any of the covenants agreements and

stipulations herein contained and binding on the Lessee and/or his sub-lessee's or agents) the Lessee and/or his agents must remove all or any fittings or fixtures placed by them on the Demised Premises and shall make good any damage to the Demised Premises as a result thereof unless the Lessor shall before such termination give notice to the Lessee and/or his agents of its intention to purchase the same or any of them at a price to be agreed between the Lessor and the Lessee and/or his agents or in default of such agreement by two valuers (one to be appointed by each party).

(f) INSTALLATION OF WATER AND ELECTRICITY

The Lessee and/or his agents shall be at liberty at the sole cost and expense of the Lessee and subject to the consent of the Lessor (which consent shall not unreasonably be delayed or refused) to install into or upon the Demised Premises or any part thereof, additional electrical and water outlets for the convenience of their business.

(g) MONTHLY TENANCY

Without prejudice to the Lessor's right to possession of the Demised Premises on the expiration or sooner determination of this lease, if the Lessee and/or his agents shall continue in occupation of the Demised Premises after the expiration of the term hereby granted the tenancy shall hereafter be converted to a tenancy from month to month upon the same terms and covenants and conditions as are set forth in this lease so far as are applicable to a monthly tenancy pending determination of negotiations for a new term.

(h) OPTION TO TERMINATE

- (i) It shall be lawful for the Lessor or the Lessee and/or his agents to determine this tenancy at any time during the leasehold term upon either party giving to the other **THREE (3) MONTHS'** notice in writing;
- (ii) If the Lessee and/or his agents wish to terminate this Lease and vacate the Demised Premises **due to any health and safety issues**, the Lessee

shall do so upon **ONE (1) MONTH'S** notice in writing to the Lessor.

(i) NOTICES

Any notice required to be served hereunder shall be given and shall be deemed to have been duly and sufficiently given to the Lessee and/or his agents if addressed to the Lessee c/o the Property and Real Estate Services Division and left by hand on the Demised Premises or sent to the Lessee by pre-paid post to the Demised Premises and shall be given to the Lessor if addressed to it and left at or sent by prepaid post to its secretariat office for the time being in Trinidad and Tobago. A notice sent by post shall be deemed to have been received seven days after it shall have been posted.

(j) SEVERABILITY

If any provision of this Lease is held invalid, that invalidity shall not affect other provisions which can be given effect without the invalid provision and to this end the provisions of this Lease are declared to be severable.

(k) ENTIRE AGREEMENT

This Lease contains the entire agreement between the Lessor and the Lessee and can only be changed in writing, signed by both parties.

(l) SECTION HEADINGS

The Section Headings appearing in this Lease are for convenience only and in no way define, construe or describe the scope or intent of such Sections or in any way form part of the agreement between the parties.

(m) GOVERNING LAW

This Lease shall be governed in accordance with the laws of the Republic of Trinidad and Tobago.

(o) In this lease where the context so requires the masculine shall include the feminine or the neuter or vice versa as the case may be and the singular shall include the plural or vice versa.