**LEASE**

from

………………………………………………….

(as the “Landlord”)

to

**SAFARICOM PLC**

(as the “Tenant”)

over

Part of Property Land Reference Number: **...................................................**

Drawn by:-

**Form LRA 62 (r. 76(1))**

**REPUBLIC OF KENYA**

**THE LAND REGISTRATION ACT**

**THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017**

Date Received Presentation Book Official Fees Paid ………………… No…………………. Kshs.

**LEASE**

**TITLE NUMBER: ………………………………**

|  |  |
| --- | --- |
| **Date of Lease** | This ………. day of ……………………………………….. 20 …… |
| **Landlord** | **………………………………………** of Post Office Box ………………… in the Republic of Kenya ("**the Landlord**" which expression shall where the context so admits include its successors in title and assigns) of the one part. |
| **Tenant** | **Safaricom PLC (Company Number C.8/2002)** a public limited liability company incorporated in the said Republic and of Post Office Box Number 66827-00800, Nairobi or nominee (referred to as the **Tenant** which expression shall where the context so requires include the Tenant’s successors in title and assigns) of the other part. |
| **Demised Premises** | **ALL THAT** portion of Land Reference Number ………………………. (described in this Lease) comprising a total of approximately …………………………square Metres (**…………….m²**) which portion is more particularly described and delineated on the plans annexed and bordered in red and shall for the purposes of this Lease include any access ways marked in a dotted red line (the “Premises”). |
| **Commencement Date** | The ……… day of ………….. Two Thousand and ………… (……………….) (the “Commencement Date”). |
| **Term** | The …..…… day of ……………… Two Thousand and ……… to the ………. day of ……………… Two Thousand and …………. (both dates inclusive). |
| **Rent** | Peppercorn |
| **Sectional Plan(s) of the Demised Premises (where applicable)** | Registered in the Registry of Documents at Nairobi in Volume ……………. Folio …………… File …………………. and coloured in red and more particularly defined in the First Schedule. |

**THIS LEASE WITNESSES AS FOLLOWS:**

The Landlord as legal and or beneficial owner of the Land **HEREBY LEASES** to the Tenant the Premises for the Term subject to the payment of the Rent and subject to the conditions set out in this Lease.

1. **Terms and Definitions:**
   1. In this Lease, unless the context otherwise requires, the following expressions shall have the following meanings:
2. “**Base Transceiver Station**”shall mean and include, but not be limited to, antennae, mounting poles, support structures, microwave dishes, electronic equipment housed in a shelter, diesel generator and diesel fuel tank housed in a shelter, all connecting cables connecting the antennae to the electronic equipment and the equipment to the electricity, fibre and/or telephone supply as well as any necessary earthing cables, cable conduits, trays, runs, ducts, supports and any other elements necessary at any given time to ensure the operation of the Base Transceiver Station.
3. “**Force Majeure Event**” means statutory restrictions non‑availability of labour or materials or matters beyond the control of the parties;
4. “**Insured Risks**” means the risks of loss or damage by fire storm earthquake lightning explosion riot civil commotion malicious damage terrorism impact by vehicles and by aircraft and articles dropped from aircraft flood damage and bursting and overflowing of water pipes and tanks and such other risks whether or not in the nature of the foregoing as the Landlord acting reasonably from time to time decides to insure against and “Insured Risk” shall be interpreted accordingly;
5. “**Land**” means ALL THAT piece or parcel of land known as Title No./L.R. No [.] situate in [.] containing by measurement [.] being the property comprised in a Title Deed/Certificate of Title/Certificate of Lease/Grant dated [.] HELD by the Landlord as absolute proprietor or as proprietor for an estate in fee simple or as proprietor as lessee from the Government of Kenya for the term of [.] years from the [.] day of [.] [.] (subject to the Act(s) special conditions and other matters as are notified by the Memorandum endorsed on the said title document and to the revisable annual rent of KShs. [.]);
6. “**Personal Data**” means the Landlord’s personal information including, but not limited to, copies of national ID, Passport, KRA PIN, photographs, bank account details, telephone number, physical, postal and email address as collected by the Tenant;
7. “**Permitted Use**” means and includes uses specific to the telecommunications industry, and erection of a Base Transceiver Station, which shall include the installation, upgrading, optimization of existing equipment including new antennae or other equipment swaps, removing, replacing, repairing, maintaining and operating of mobile telecommunications antennae and related equipment and such other related purposes as may be required by the Tenant from time to time including but not limited to installation of an electricity generator and related equipment, an electric line and/or fibre cable either overhead or underground or as may otherwise be required.
8. “**Tenant’s Equipment**” means the Tenant’s antennae mast apparatus or equipment required for the Permitted Use in the Premises including any related equipment room or cabin or generator house and electricity generator together with any air conditioning handling units and necessary communications or electricity supply fibre cables wires or conduits with necessary fittings in or under the Land as is required for the Permitted Use;
9. “**Telecommunications Apparatus**” means and includes but not limited to such communications and electricity supply fibre cables wires conduits with necessary fittings and such antennae dish antennae masts aerials equipment cabins electricity generator and generator house and air conditioning handling units and related machinery.
   1. **Grant of Lease**

The Landlord has agreed to lease,and the Tenant has agreed to take a lease of the Premises upon the following terms and conditions.

1. The Tenant **AGREES** with the Landlord as follows:
   1. **Payment of Rent**

The Landlord and the Tenant hereby agree that the rent throughout the term shall be peppercorn.

* 1. **Electricity and Water**

To pay all charges for conservancy water electricity and telephone (if any) for the Premises **AND** to pay for the cost of installing and maintaining separate electricity and water meters for the Premises.

* 1. **Repair and Maintenance**
     1. To keep the Premises and the Landlord’s fixtures and fittings (if any) in good tenantable repair and condition (fair wear and tear and damage by the Insured Risks are excluded except where the insurance moneys shall be irrecoverable by reason of any act or default of the Tenant or the servants licensees or invitees of the Tenant); and
     2. To repair any damage caused to any portion of the Premises by the wilful neglect or default of the Tenant or of the servants licensees or invitees of the Tenant.
  2. **Inspection for Landlord’s Repairs**
     1. Subject to clause 3.14 to permit the Landlord and the agents of the Landlord (accompanied by a representative of the Tenant) with or without workmen and others and with all necessary appliances at all reasonable times and upon giving the Tenant a Forty Eight (48) hours’ notice in writing (except for emergency where the Landlord shall make all necessary and reasonable efforts to notify the Tenant) to enter upon the Premises for the purpose of: -
        1. executing any repairs for which the Tenant may not be liable under this Lease; or
        2. carrying out any maintenance repairs cleaning alterations or other work;

to either the Premises or any part of the Land or any adjoining premises or land or to the electricity or water supply or drainage in or under the Premises **PROVIDED THAT** the Landlord shall immediately repair any damage caused thereby to the Premises.

* 1. **Permitted Use**
     1. The Tenant shall not use the Premises or any part for any purpose other than the Permitted Use.
     2. All installations and equipment related to the Permitted Use shall be deemed to be moveable property and shall remain the property of the Tenant. No such property shall become or be deemed to have become part of the Land.

* 1. **Occupation by Others**
     1. Not to permit any person to sleep or reside on the Premises.
     2. Not to permit all or part of the Premises to be used for storage of personal or other effects of any member of staff of the Tenant.
     3. The Tenant reserves the right to allow any other telecommunications operator to install and operate telecommunications equipment within the Premises subject to Fourteen (14) days written notice by the Tenant to the Landlord.
  2. **Landlord’s Insurance** 
     1. The Landlord shall on or before execution of this Lease provide the Tenant with a copy of the insurance policy or policies in respect of the Land and copies of all renewals or amendments of the policies to enable it to comply with the provisions of this clause.
     2. Subject to clause 2.8.3 the Tenant will:
        1. Not do or permit to be done anything whereby any policy or policies of insurance on the Land or any part of it may become invalid or capable of being invalidated or whereby the insurance premium may be increased.
        2. Immediately notify the Landlord of the destruction of or any damage to the Premises and on demand repay to the Landlord all sums paid by way of increased premiums and all expenses incurred in or about any renewal of such policy or policies rendered necessary by a breach of this covenant.
     3. The Tenant shall not be liable for failure to comply with the provisions of this clause where the Landlord shall not have provided copies of the said insurance policy or policies renewals or amendments.
  3. **Structural Works**
     1. The Tenant shall be permitted to erect connect install operate maintain repair replace (and when desired remove) the Telecommunications Apparatus required for the purpose of its business and for the Permitted Use and all such works shall be carried out in good workmanship and maintained throughout the Term in good condition.
     2. The Tenant shall remove from the Premises all its Telecommunications Apparatus prior to thetermination or expiration of this Lease unless otherwise agreed with the Landlord in writing. Failing such removal the Landlord shall have the right to dispose of any of the Tenant’s property remaining on the Premises or Land after the expiry of Three (3) months from the expiration or termination of this Lease without any liability to or claim by the Tenant.
     3. The Tenant shall repair all damage caused by installing or removing the Telecommunications Apparatus.
  4. **Transfer**
     1. Not to transfer or part with possession of part or all of the Premises without the prior written consent of the Landlord and of any chargee having a security over the Land.
     2. The Tenant may (without the Landlord’s consent being required) transfer the benefits of the rights granted by this Lease to any company which is a parent company, subsidiary or a holding company of the Tenant (as defined in the Companies Act, 2015) or a company which has the same holding company as the Tenant.
  5. **Inflammable Materials**
     1. Not to, without the previous written consent of the Landlord:
        1. Permit any open or internal combustion fire to be burned within the Premises;
        2. Introduce or permit to be introduced into the Premises inflammable materials of any kind whether for the purpose of repair or alteration of the Premises or for any other purpose (except for the purpose of operating the Tenant’s electricity generator, in which case such consent shall not be required);
     2. If any damage to the Land or loss or damage of any other property of the Landlord or of any other party or death or injury of any persons being caused directly or indirectly by the burning of any open or internal combustion fire or by the introduction of any inflammable materials (with or without the Landlord’s consent) the Tenant will indemnify the Landlord against all losses expenses claims demands and costs whatsoever resulting therefrom.
  6. **Protection Against Fire**

At the Tenant's expense to install in the Premises such additional firefighting equipment and appliances as are required by the Landlord if in the Landlord’s reasonable opinion the Permitted Use is such as to necessitate additional equipment to that already supplied by the Landlord.

* 1. **Tenant’s Insurance**

To insure the Premises against loss or damage and to maintain public liability or other third party liability insurance in respect of any injury loss or damage to any persons or property arising out of the exercise of the Tenant’s rights and upon written request to provide details of such insurance to the Landlord.

* 1. **Indemnity**
     1. Subject to clause 2.14.2 to indemnify the Landlord against:
        1. Any actions claims or demands arising out of the leakage or overflow of water or fluids from the Premises except where such overflow arises from any natural causes or as a result of no fault by the Tenant; and
        2. All damage loss or injury occasioned to the Premises or to any other part of the Land or to any neighbouring premises or to any person or persons caused by any act default negligence or omission of the Tenant or the servants agents licensees or invitees of the Tenant.
     2. The Landlord shall promptly notify the Tenant of all such actions claims and proceedings under clause 2.14.1 and will not settle or admit them without the Tenant’s consent except by order of a court of competent jurisdiction or allows the Tenant to have sole conduct of such action or proceedings. The Tenant shall not be liable under the provisions of this clause where any damage loss or injury is caused by overflow arising from any natural causes or as a result of no fault by the Tenant.
  2. **Damage or Destruction of Land**
     1. To pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely re‑building and re‑instating any part or all of the Land damaged or destroyed by the Insured Risks and the insurance money under any insurance against the Insured Risks effected being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant or of any servant licensee or invitee of the Tenant.
     2. Any dispute on the proportion to be so contributed by the Tenant or otherwise arising out of this provision to be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 or any Act or Acts amending or replacing the same.
  3. **Statutory Notices**

Within Thirty (30) days of the service upon the Tenant to give full particulars to the Landlord of any notice order or proposal relating to or affecting the Premises given made or issued under or by virtue of any Act or any rule regulation order or direction or under the by‑laws of any competent authority.

* 1. **Yielding Up**

To yield up the Premises at the expiration or determination of the Term hereby granted with the Landlord's fixtures and fittings thereto in good and tenantable repair and condition, reasonable wear and tear excepted, in strict compliance with these covenants.

* 1. **Landlord’s Rules and Regulations**

To comply with and ensure that all persons under the Tenant’s control comply with the current rules and regulations reasonably promulgated by the Landlord in respect of the Land **PROVIDED THAT** the Landlord shall have supplied such rules and regulations to the Tenant in writing.

* 1. **Alteration of Electrical Equipment or Appliances**

Will not without the prior written consent of the Landlord alter the electrical equipment or appliances on the Premises and will not permit the overloading of the electricity connection.

1. The Landlord **HEREBY COVENANTS** with the Tenant as follows: -
   1. **Payment of land rent, land rates etc.**

To pay all rates taxes charges head rents and outgoings whatsoever which now are or may become payable in respect of the Land.

* 1. **Consents, Approvals and Wayleave**

1. To apply for and to provide the Tenant with every assistance to obtain a change or extension of user in respect of the Premises arising out of this Lease or in connection with such other planning or other consents or approvals required or in respect of any other restriction or condition now or in the future affecting the title to the Land and to take all necessary steps to facilitate the proper registration of this Lease.
2. To grant the Tenant the right or easement at no additional cost to erect lay alter maintain repair or inspect an electric line and/or fibre cable either overhead or underground or as may otherwise be required across the Land and or the Premises as shall be required for the Permitted Use.
   1. **Electricity**
3. To permit the Tenant at it’s expense to connect into the Landlord’s electricity supply or to connect to and use a separate metered electricity supply from the local supply authority and/or install an electricity generator in the Premises and to pay all charges in respect of the same or a fair portion of the electricity consumed (as the case may be).
4. To provide the Tenant with every assistance at no additional cost to execute or procure the execution of such consents documents or approvals required for power connection to the Premises including but not limited to Kenya Power or other local supply authority way-leave documents.
   1. **Tenant’s Equipment**
      1. To allow the Tenant to:
         1. Install use operate maintain repair and renew (and when desired remove) the Tenant’s Equipment which shall always remain the exclusive property of the Tenant; and
         2. Carry out any construction or make any alterations in or additions to the Premises and the Land where such construction alteration or addition is necessary for the proper and efficient running of the Tenant’s operations.
   2. **Use by other Operators**
      1. Not to permit any other telecommunications operator to install and operate telecommunications equipment on the Land which will interfere with the Tenant’s Permitted Use.
      2. The Landlord shall consult with the Tenant in respect of any proposed lease licence transfer subletting or any other similar or related arrangement with another telecommunications operator (the “Proposed Arrangement”) and shall consider any representations made by the Tenant.
      3. The Landlord shall issue a Thirty (30) days’ written notice to the Tenant of the Proposed Arrangement, with copies of drawings showing the proposed telecommunications installation enclosed.
      4. The Landlord shall also consider any further representations made by the Tenant and shall not permit such Proposed Arrangement if the Tenant has established to the Landlord’s reasonable satisfaction that such Proposed Arrangement will interfere with the Tenant’s Permitted Use.
   3. **Non-Interference with Permitted Use**
      1. Not to permit any operations on the Land which will in the reasonable opinion of the Tenant interfere with the Tenant’s Permitted Use.
      2. To take all reasonable steps and precautions to ensure that any persons within the Landlord’s control shall not interfere or tamper with the Tenant’s Permitted Use.
      3. If any material interference with the Tenant's Permitted Use shall not completely cease within Twenty-four (24) hours of notice to that effect to the Landlord, or within Five (5) days of notice to the Landlord for other types of interference, the parties agree that the Tenant will thereby suffer irreparable harm. Without prejudice to its other remedies, the Tenant may elect to terminate this Lease upon issuing Thirty (30) days written notice to Landlord.
      4. The Landlord shall comply with the provisions of the Kenya Information and Communication Act or any laws or by-laws now or later enacted made or issued in its place and ensure that the Landlord’s agents licensees invitees and authorized representatives comply with the same.
   4. **Insurance**
      1. To insure and keep insured the Land from the Insured Risks to their full insurable value and to pay all premiums necessary for that purpose.
      2. To rebuild or reinstate the Premises including the means of access thereto so far as the same may be damaged or destroyed.
      3. To apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the moneys shall have been received without prejudice to the liability of the Tenant to pay or contribute towards its cost if the insurance money is wholly or partially irrecoverable by reason of any act or default of the Tenant or the servants licensees or invitees of the Tenant.
   5. **Covenants and Conditions of Title**

To pay the rent reserved by and to perform and observe the covenants and conditions contained in the title document or other instrument under which the Land is held **AND** indemnify the Tenant from and against all actions proceedings costs damages claims and demands in respect of any breach.

* 1. **Quiet Enjoyment**

That the Tenant paying the Rent and observing and performing the covenants and stipulations on their part shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

* 1. **Landlord’s Consent**

Any consent required from the Landlord shall not be unreasonably withheld conditioned or delayed.

* 1. **Landlord’s Lien**

The Landlord irrevocably waives all the rights whether of lien distress or otherwise that it may have upon the Base Transceiver Station and the Tenant’s Equipment.

* 1. **Access by Landlord**
     1. Not to enter the Premises without prior written notice to the Tenant.
     2. Not to interfere with the Tenant’s Equipment or Permitted Use save in situations of emergency (when all reasonable endeavours will be made to notify the Tenant of any action to be taken and date and time of entry).
  2. **Access and Right of Way**
     1. To give the Tenant all keys required for access to the Premises.
     2. To grant to the Tenant:
        1. Unrestricted access to the Premises during the Term, Twenty-four (24) hours a day Three Hundred and Sixty-five (365) days in the year; and
        2. A right of way over the Land for the purpose of ingress and egress to and from the Land and the Premises.
  3. **Landlord’s warranty and undertaking**
     1. The Landlord represents warrants and undertakes as follows: -
        1. That he has legal title to the Land;
        2. That he has obtained the consent of any third party necessary to allow him to enter this Lease; and
        3. To immediately notify the Tenant upon receiving any notice order or proposal relating to or affecting the Premises or the Land made or issued under or by virtue of any law order or direction or under the by-laws of any competent authority which notice order or proposal may in the reasonable opinion of the Landlord affect or interfere with the Permitted Use.
     2. The Landlord acknowledges that the Tenant has invested substantial resources in the Premises and undertakes to:
        1. Immediately notify the Tenant of his intention to lease licence transfer or sublet the Land to a third party; and
        2. Use his best endeavours to facilitate and procure that such lease licence transfer sublease or any other similar or related arrangement, prior to the expiry of this Lease, shall be made with an express condition that the same is subject to this Lease.

1. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:

* 1. **Re-Entry and Termination by Landlord**

If any part or all of the Rent shall at any time be unpaid for Sixty (60) days after becoming payable (whether lawfully demanded or not) or if the Tenant fails to perform or observe its covenants then:

* + 1. It shall be lawful for the Landlord upon giving the Tenant Thirty (30) days written notice to remedy the breach and the Tenant failing to do so, the Landlord shall:
       1. Re‑enter the Premises; and
       2. This Lease shall determine absolutely but without prejudice to the right of action of the Landlord in respect of any breach of any of the covenants on the part of the Tenant.
  1. **Fire or Destruction of Premises**

If part or all of the Premises or the means of access or the Landlord’s fixtures and fittings shall be damaged or destroyed by the Insured Risks to render them unfit for occupation or use the Landlord shall:

* + 1. Allow to the Tenant a total or proportionate abatement of the Rent as the case may be (unless the insurance moneys shall be wholly or partially irrecoverable by reason solely or in part of any act default or omission of the Tenant) until such time as the same shall again be rendered fit for occupation and use; and
    2. The Tenant shall have such right of determination of the Term hereby created as is contemplated by Section 66 (c) (ii) of the Land Act.
  1. **Renewal**
     1. Subject to the Tenant performing and observing all the covenants and agreements contained or implied in this Lease to be performed and observed by it, this Lease shall automatically renew for further consecutive terms, similar to the current Term (the “renewed Term/(s)”), unless the Tenant gives to the Landlord six (6) months’ notice to terminate, **PROVIDED THAT** the Landlord shall have obtained any requisite extension of lease to the Land from the relevant superior landlord of the Land:

If the Landlord fails to obtain such extension of lease by the commencement of the last month of the Term of this Lease the Tenant may at any time by notice in writing revoke its intention to renew the Lease.

* + 1. The rent payable in each renewed Term shall be the rent payable during the last year of the expired term subject to escalation at the rate of 5% per annum (the “new Rent”) with effect from the first year of the renewed Term.
    2. If the parties engage in negotiations of terms of renewal the parties agree that such negotiations shall be held in good faith, AND:
       1. If negotiations are still ongoing after the expiry of the Term of this Lease the Tenant will pay the new Rent in accordance with this clause 4.3 subject also to the same covenants and agreements in this Lease;
       2. If after completion of the negotiations the rent agreed between the parties is higher than the new Rent the Tenant will pay the difference between the additional rent and the new Rent during the next payment of rent;
       3. Where the parties agree not to renew this Lease for a further term, the Tenant will remove the Base Transceiver Station and the Tenant’s Equipment from the Premises within Six (6) months from the date of any such agreement not to renew.
  1. **Force Majeure**
     1. No liability shall attach in respect of any breach of any positive covenant or agreement (other than covenants and agreements for the payment of money) on the part of the Landlord or the Tenant so long as they shall be prevented from performing the same by a Force Majeure Event PROVIDED THAT:
        1. If such breach shall occur as aforesaid the Landlord or the Tenant (as applicable) shall remedy such breach immediately conditions permit; and
        2. If any such breach of a covenant or agreement on the part of the Tenant not having been remedied before the expiration or sooner determination of the Term the Tenant shall forthwith upon such expiration or sooner determination pay to the Landlord such an amount as shall be necessary to remedy such breach as aforesaid.
  2. **Tenant’s Default**
     1. If the Tenant shall default in the performance or observance of any of the covenants agreements conditions restrictions stipulations and provisions contained or implied in this Lease and on the Tenant's part to be performed or observed (the “Tenant’s Covenant’s”) the Landlord may:
        1. Upon giving the Tenant Thirty (30) days written notice to perform or observe the Tenant’s Covenant’s or remedy any act or omission and the Tenant failing to do so then the Landlord may perform the same for the account of the Tenant. If the Landlord shall make any reasonable expenditure or properly incur any obligations for the payment of money in connection therewith including but not limited to advocates’ scale fees in instituting prosecuting or defending any action or proceeding such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent and shall be paid by the Tenant to the Landlord within Thirty (30) days of request or demand.
  3. **Redress**
     1. The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant agreement condition restriction stipulation or provision of this Lease or of any of the rules and regulations from time to time promulgated by the Landlord shall not prevent any subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.
     2. The receipt by the Landlord of any rent with knowledge of the breach of any covenant agreement condition restriction stipulation or provision of this Lease shall not be deemed to be a waiver of such breach.
     3. The failure of the Landlord or the Tenant to enforce any such rule or regulation as aforesaid against the Landlord or the Tenant and/or any other Tenants (as applicable) in the Premises shall not be deemed to be a waiver of any such rules and regulations.
     4. No provision of this Lease shall be deemed to have been waived by the Landlord or the Tenant unless such waiver be expressly made by the Landlord or the Tenant in writing **NOR** shall any payment by the Tenant or any receipt by the Landlord of a lesser amount than the Rent hereby reserved be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent be deemed to be an accord and satisfaction and the Landlord may accept any such cheque or payment without prejudice to its right to recover the balance of such rent or pursue any other remedy in this Lease provided.
  4. **Notices**
     1. Any notice or other communication bill or statement provided for by this Lease shall be in writing.
     2. Any notice communication bill or statement to the Tenant shall be sufficiently served if addressed to the Tenant and delivered by hand to the Premises or sent by registered post to the following address:

Physical Address: Safaricom House, HQ 3, Waiyaki Way

Postal Address: P. O. Box Number 66827 - 00800, Nairobi

Email: [LeasesManagament@Safaricom.co.ke](mailto:LeasesManagament@Safaricom.co.ke)

Attention: Senior Manager, Infrastructure Support

* + 1. Any notice or communication to the Landlord shall be sufficiently served if delivered by registered post to its aforestated postal address or to any other address which the Landlord may in writing inform the Tenant.
    2. Any notice communication bill or statement shall be deemed to have been duly served where personally delivered, upon such delivery, where sent by registered post Seven(7) days following the day on which it is posted or if sent by facsimile on completion of successful and confirmed transmission.
  1. **Termination**
     1. The Tenant may terminate this Lease in the following instances:
        1. Upon issuing a Ninety (90) days’ written notice if in the sole opinion of the Tenant the Premises:
           1. become unsuitable or inappropriate for the Permitted Use; or
           2. any other reasons preventing the Permitted Use; or
           3. there is a complete or partial destruction of the Premises or the Land.
        2. If there is a breach or non-observance by the Landlord of any of the covenants and conditions contained in this Lease which has not been rectified by the Landlord within Thirty (30) days of written notice having been received by the Landlord specifying the breach; or
        3. In the event that any change of user planning health way leaves/easements or other consents or approvals necessary to properly register this Lease or for the Permitted Use of the Premises or for the grant of this Lease or as otherwise required by law in respect of this Lease are not granted despite every reasonable effort having been made by the Tenant to obtain or comply with the same and the Landlord having been unable to procure the same within Thirty (30) days’ of receipt by the Landlord of written notice specifying the consent or approval required.
     2. In such event, all Rent paid by the Tenant to the Landlord or the Landlord’s agent(s) for the period following such termination shall immediately upon such termination be refunded by the Landlord to the Tenant.
  2. **Data Protection**
     1. The parties will during the Term comply with the Data Protection Act and Regulations.
     2. Personal Data will be collected by the Tenant for the following purposes and any other purpose relevant to this Lease:
        1. Preparation, execution, stamping and registration of this Lease;
        2. Maintenance of a contact list for correspondence with the Landlord;
        3. For payment of rent, accounting and record keeping; and
        4. Compliance with the law.
     3. By execution of this Lease, the Landlord gives consent to the Tenant to lawfully share the Personal Data with its agents, service providers and connected persons to achieve the objectives in clause 4.9.2.
     4. The Tenant has established technical and operational measures to ensure integrity and confidentiality of the Landlord’s data by way of controls on information classification, access control, cryptography, confidentiality agreements with agents and external service providers and physical and environmental monitoring and compliance.
     5. The Landlord will have the following rights for the duration the Personal Data is collected and maintained by the Tenant:
        1. To be informed of the use of the Personal Data;
        2. To access the Personal Data;
        3. To object to the processing of all or part of the Personal Data where such processing is done in violation of the terms of this Lease;
        4. To correct false or misleading Personal Data; and
        5. To the deletion of false or misleading Personal Data.
     6. By execution of this Lease, the Landlord confirms that it/he/she has accessed the Tenant’s Data Privacy Statement on <https://www.safaricom.co.ke/dataprivacystatement/>, read and understood the contents.
  3. **Governing Law, Jurisdiction and Dispute Resolution**
     1. This Lease and its performance shall be interpreted, governed by and construed according to the Laws of Kenya and the parties hereby submit to the jurisdiction of the Courts of Kenya.
     2. Should any dispute arise between the parties regarding the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Lease the parties shall in the first instance attempt to resolve such dispute by amicable negotiation.
     3. If such negotiations fail to achieve a resolution within thirty (30) days, either party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to any Kenyan Court of competent jurisdiction.

* 1. **Costs**

Each party shall bear its own costs incurred in connection with the preparation and completion of this Lease save for stamp duty and registration fees which shall be paid by the Tenant.

* 1. **Miscellaneous**

1. The Clause headings in this Lease are inserted for convenience of reference only and shall not be considered in its construction and interpretation;
2. The rights granted to the Tenant under this Lease shall extend to its agents contractors telecommunication link providers and those authorized by the Tenant to act on its behalf from time to time during the Term.
3. The provisions of Sections 65 to 66 inclusive of the Land Act shall not apply to this Lease.
4. The time limits set down in this Lease may from time to time be extended upon the reasonable request of either party thereto and upon the mutual consent in writing of both parties.

**IN WITNESS OF WHICH** this Lease has been duly executed the day and year first written.

) Signed by the Landlord

) **………………………………………………………………**

Coloured photograph

) Name ………………………………………..

) ID No. ………………………………………

) PIN ………………………………………

) Signature ………………………………….

)

)

**I CERTIFY** that **……………………………………………** appeared before me on the ……………. day of …………………… 20 and (being known to me) acknowledged the above signature or mark to be his/hers and that he/she had understood the contents of this instrument, freely and voluntarily executed it.

Signature of Witness:

Name:

Address:

Occupation: **ADVOCATE**

**OR**

) Sealed with the common seal of

) **……………………………………………**

Coloured photograph

) in the presence of

)

) ------------------------

) Director/Secretary

) Name ………………………………………..

) ID/Passport No ………………………….

) PIN No ………………………………………

) Signature ………………………………….

)

Coloured photograph

) ------------------------

) Director/Secretary

) Name ……………………………………….

) ID/Passport No ………………………….

) PIN No ……………………………………….

) Signature ……………………………………

**I CERTIFY** that........................................................ and.................................................................... being Directors/ Director and Secretary of the **………………………………. LIMITED** appeared before me on the ……………. day of …………………… 20 and (being known to me) acknowledged the above signatures or marks to be theirs understood the content of this instrument, freely and voluntarily executed it.

**SIGNED** by **JOSEPH OGUTU** the duly authorized Attorney of **SAFARICOM**

**PLC** under and by virtue of a Power of Attorney registered at the District Lands Registry at ……………………….as Number ……………… on ………………….

in the presence of:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Advocate **JOSEPH OGUTU**

**I CERTIFY** that **JOSEPH OGUTU** appeared before me and being known to me and having understood the contents of this instrument freely and voluntarily executed it.

Signature of Witness:

Name:

Address:

Occupation: **ADVOCATE**

**Drawn By:-**