

<u>Terms of Reference (TOR) for Leasing Storage Space - Lot 4 DP3482, Grantham Rd, Raiwaqa</u>

1. Introduction & Background:

This TOR outlines the terms for leasing designated storage space within Lot 4 DP3482, comprising approximately 5 acres of flat, levelled land situated at Grantham Road, Raiwaqa, Fiji ("the Premises").

The Landlord seeks responsible Tenants (Individuals or Companies) requiring secure land for storage purposes.

2. Objective:

- To grant leasehold rights for specific portions of the Premises to suitable Tenants for the primary purpose of secure storage.
- To ensure the orderly, safe, and compliant use of the Premises.

3. Location & Description:

- Address: Lot 4 DP 3482, Grantham Road, Raiwaqa, Fiji.
- Total Area: Approximately 5 Acres (20,234 sqm).
- Topography: Flat and levelled land, suitable for immediate storage use.
- **Current State:** Raw land. Tenants are typically responsible for further configuring their leased area (e.g., fencing, surfacing, sheds *subject to Landlord approval and permits*).

4. Scope of Lease & Permitted Use:

- Primary Use: Storage of goods, vehicles, machinery, equipment, containers, building materials, inventory, or archives. Absolutely NO residential, retail, manufacturing, or hazardous material storage permitted without explicit prior written consent.
- Lease Area: Specific plot size(s) will be defined per Tenant agreement within the total 5 acres. Minimum lease area may apply.
- Improvements: Any structures (sheds, fencing, offices) require:
 - Prior written approval from the Landlord.
 - Compliance with all relevant Fiji building codes and permits (Suva City Council).
 - Agreement on ownership/removal at lease end.

5. Tenant Eligibility & Selection Criteria:



- Individuals or legally registered companies in good standing.
- Demonstrated need for storage space.
- Financial capacity to meet lease obligations (rent, security deposit, potential development costs).
- Clear business plan/proposal for intended use.
- Agreement to comply fully with these TOR and the resulting Lease Agreement.
- Provision of valid business licenses/registrations (for companies) and identification.
- Satisfactory references or background checks (if deemed necessary by Landlord).

6. Lease Structure & Key Terms (Framework):

- **Term:** Initial term proposed 3years, with potential for renewal by mutual agreement.
- Rent: Competitive market rate per square meter/per month (or agreed unit). Subject to periodic review (e.g., annual CPI adjustment). Payment monthly in advance.
- **Security Deposit:** Typically equivalent to 1-2 months' rent, refundable subject to conditions met at lease end.
- Access: 24/7 access granted to the Tenant's leased area, subject to site-wide security protocols.
- **Utilities:** Tenants are responsible for securing and paying for their own utility connections (water, power) if required. Shared access points may need agreement.
- **Insurance:** Tenant MUST maintain comprehensive Public Liability Insurance and Insurance for their stored goods/structures, naming Landlord as an interested party. Proof required.
- Maintenance: Tenant responsible for maintaining their leased area in a clean, safe, and secure condition, including fencing, surfacing within their plot, and waste removal. Landlord responsible for major common area maintenance (e.g., perimeter road if shared).
- **Taxes & Rates:** Landlord responsible for land taxes/rates. Tenant responsible for business licenses/taxes related to their operation.
- Subletting: Strictly prohibited without prior written Landlord consent.

7. Landlord Responsibilities:

Provide clear title and peaceful possession of the leased area.



- Maintain overall site security infrastructure (e.g., perimeter fencing, gate details to be confirmed).
- Address major issues affecting the entire Premises.
- Provide necessary documentation for Tenant permits (where applicable).

8. Tenant Responsibilities:

- Pay rent and security deposit promptly.
- Use Premises only for approved storage purposes.
- Obtain all necessary permits/licenses for their operation/structures.
- Maintain insurance as specified.
- Keep leased area clean, secure, and free of hazards/nuisances.
- Comply with all laws, regulations, and Landlord's reasonable site rules.
- Repair damage caused by Tenant/their activities.
- Remove all belongings and approved structures upon lease termination, restoring the plot to its original condition (fair wear and tear excepted).
- Provide 24hrs access to the Landlord.

9. Security:

- Tenant must contribute to overall site security and comply with access control procedures.
- Tenant is responsible for securing their specific leased plot (e.g., locks on gates/fencing).
- Landlord may install/maintain perimeter security; costs may be recoverable via service charge (to be specified).

10. Application & Selection Process:

- a. Expression of Interest (EOI): Interested parties submit a formal EOI including:
 - Contact Details (Individual/Company Rep)
 - Company Registration Details (if applicable)
 - Proposed Use & Required Plot Size
 - Lease Term Sought
 - Brief Overview of Business/Storage Needs
- b. Shortlisting: Landlord reviews EOIs against eligibility criteria.
- c. **Site Visit & Discussion:** Shortlisted applicants invited for site inspection and discussion.
- d. **Formal Proposal/Application:** Shortlisted applicants may be asked for more detailed proposal/financial info.
- e. **Due Diligence:** Landlord conducts checks (references, financial standing).



- f. **Offer & Negotiation:** Landlord issues draft Lease Agreement to selected Tenant(s) for negotiation.
- g. Agreement & Commencement: Lease signed, deposits paid, access granted.

11. Compliance & Termination:

- Strict adherence to the signed Lease Agreement and these TOR principles is mandatory.
- Breach of terms (especially non-payment, illegal use, safety violations) may result in termination.
- Standard notice periods for termination by either party will apply as per the Lease Agreement and Fiji law.

12. Contact for EOI & Inquiries:

Contact: Waisea Rokobera

• **Phone:**8360225

• Email: waisear@prb.com.fj

• **Deadline for Expressions of Interest:** 22nd August 2025

13. Disclaimer:

- * This TOR outlines the proposed framework only and does not constitute a binding offer
- * Final terms will be detailed in a formal, legally binding Lease Agreement.
- * The Landlord reserves the right to accept or reject any EOI, negotiate terms, or withdraw the offering at any time.
- * Plot availability and configurations are subject to change.