



National Heritage Council of Namibia

52 Robert Mugabe Avenue, Windhoek
Private Bag 12043, Ausspannplatz, Windhoek, Namibia
Tel: (061) 244 375 • Fax: (061) 246 872 •
E-mail: info@nhc-nam.org

CONSENT

(Section 55(9) of the National Heritage Act, 2004 (Act No. 27 of 2004) Consent is hereby given to:

18th February 2025

Consent Number No: 34/2025/31

Name of applicant: Knight Piesold

(Title and full name of the applicant)

Address of applicant: Windhoek, Namibia

(Address of the applicant and of the applying institution (if applicable))

For: The intended construction of a waste management facility in Benguela Extension.

(Type of Activity applied for)

Of: No heritage resources.

(Description of Heritage Resources)

From: The area of interest is located East of Lüderitz.

(Description of the site, location as in the application)

Council Members: Mr Manfred !Gaeb (Chairperson), Ms. Sanet Steenkamp (Executive Director), Ms. Levinia Karises, Ms. Sarah Negumbo, Mr. Johannes Kantana, Ms. Ayesha Wentworth, Mr. Mzingisi Gqwede

In accordance with: The Archaeological and Heritage Impact Assessment Report for intended construction of a waste management facility in Benguela Extension, //Karas Region.

Permit application date: -

(Specify relevant documentation and Permit application date)

The following conditions (imposed in terms of section 55(9) of the Act.) apply to this permit:

- a) Monitoring and evaluation inspection will be carried out on the area during the course of the year.
- b) Failure to adhere to the conditions will attract fines or imprisonment or the retraction of the consent as per the National Heritage Act no. 27 of 2004.
- c) As per Section 55 (9) (a) the activity authorized by this consent be supervised by a person with appropriate professional qualifications or experience.
- d) The proponent should take caution approaches together with the compliance and of the Chance Find Procedure.
- e) The consent holder is to report back to the National Heritage Council every six (6) months on compliance with the conditions of this consent.
- f) This consent does not exempt the holder from any conditions that may be imposed by owners, hosts or any other relevant authorities in consultation with NHC who have a stake in the project area.
- g) NHC shall not be liable for any losses, damages or injuries to persons or properties as a result of any activities related to this permit.
- h) This Consent is subject to the provisions of the National Heritage Act (Act 27 of 2004). Should any of the conditions contained herein conflict with the Act; the provisions of the Act as per section 55 (10) shall prevail.
- i) This consent is renewable, upon submission of an application at least two months before the current permit lapses.

(List any conditions that the Council may see fit to impose in terms of section 55 (9) of the act.

This Consent will be valid from 18th February 2025 to 17th February 2026.



Director: National Heritage Council of Namibia





**LÜDERITZ TOWN COUNCIL
P. O. BOX 19
LÜDERITZ**

Tel: +09264 63 207800
Ref: Amendment of Council's Resolution
Enquiries: Mr. Jonas Mahalelo

Fax: +09264 63 202971

02 June 2025

Mr. Thierry Provendier
Namwaste (Pty) Ltd
P.O. Box 30735
Pionerspark
Windhoek
Email: t.provendier@rent-a-drum.com.na / reception@rent-a-drum.com.na
Mobile: +264 81 558 3112

Dear Mr. Provendier,

RE: APPLICATION FOR THE AMENDMENT OF COUNCIL RESOLUTION C57/09/06/2023

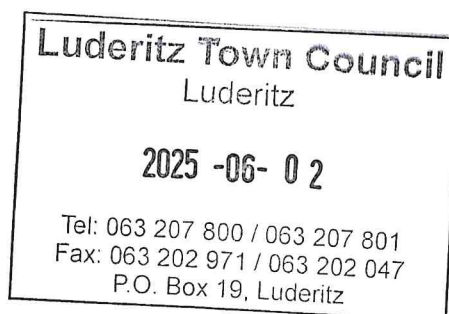
The aforementioned subject bears reference.

The Council at its Ordinary Council meeting held on the 15 April 2025, resolved by means of a Council's Resolution **No.: C44/15/04/2025** as follows:

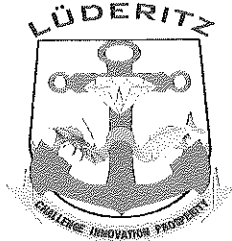
- a) *Council grants approval for the amendment of Council resolution C57/09/06/2023.*
- b) *for Nam-waste to replace Rent a Drum Pty Ltd as the lessee.*
- c) *Council grants approval for the lease of a portion Erf 2048, Benguela which measure 97,118 m² to be leased to Namwaste (PTY) Ltd for a monthly fee of N\$ 28,111.30 for a period of 10 years, the lease to be effective as of 16th April 2025 replacing the current lease to rent a drum.*
- d) *Council approves the sale of the portion of Erf 2048 Benguela Extension 3 which measure 97,118 m² to Namwaste (PTY) Ltd at after the 10 years lease period at a rate of N\$ 170.00/m² which translate into a total sale price of N\$ 17,619,310.00.*
- e) *The sale is at an interest that is directly proportional to the inflation rate at the time of the sale, subjected to the standard sale conditions and Ministerial approval.*

Yours sincerely,

Mr. Otto K. Shipanga
Acting Chief Executive Officer
Lüderitz Town Council



Cc: All HODs
Mr. Jonas Mahalelo- Control Officer: Properties
Ms. Helena Thomas- Town Planning Officer
Mrs. Martha Blockstein- PA to the CEO
Mr. Elwin !Gaoseb- PRO
Ms. Kauna Wetupa Nakathingo- Environmental Health Practitioner
Ms. Justine Louw- LEDC Officer



LEASE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN
LÜDERITZ TOWN COUNCIL

Herein represented by **Mr. Otto Kondjeni Shipanga** in his capacity as **Acting Chief Executive Officer** and **Chairperson of the Management Committee Mr. Phillippus Albertus Balhao** duly authorized thereto by section 31A of the Local Authorities Act, Act 23 of 1992.

AND

Company name: **Rent-A-Drum (Pty) Ltd**
Registration number: **Reg-2014/032**

Postal Address: **30735, Pionierspark, Windhoek**
Telephone number: **(+264) 61 244 097**
Website address : **www.rent-a-drum.com.na**
Email Address: **t.provendier@rent-a-drum.com.na**
& gys@rent-a-drum.com.na

WHEREAS-

The Lessee approached the Lessor to be allocated land under a lease agreement, as the Lessee does not qualify to purchase land; and
The Lessee intends to enter into an agreement of lease with the Lessor; and

The Lessor is unable to provide services to each erf due to the affordability of services for the Lessor and the Lessor has provided bulk services; and

The Lessor is prepared to lease the erf to the Lessee for commercial purposes, who is prepared to rent the same from the Lessor.

Handwritten signatures and initials: J.M.M., T., O.K.S., R.B., and others.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LETTING AND HIRING:

- 1.1 The Lessor hereby lets and the Lessee hereby hires Erf 2048 Benguela Ext 3 in extent of 103 643m2 ("the Property") as is.
- 1.2 The Lessor agrees that the Lessee may construct, install, operate and maintain the Property for the purposes of the establishment and operation of a waste management facility.
- 1.3 The Lessor acknowledges that the Property will be used for noxious trade and consents to lease the Property to the Lessee and for the Lessee to proceed to construct, install, operate and maintain the waste management facility in the interim which the necessary regulatory processes are undertaken by the Lessee.

2. RENTAL AND PAYMENT PROVISIONS:

- 2.1 N\$30,000.00 shall be payable by the Lessee to the Lessor on or before the 15th day of each month.
- 2.2 All payments due to the Lessor shall be payable directly to the Lessor
 - 2.2.1 To the Lessor at the Lüderitz Town Council office, Bayroad 90, P.O. Box 19.
 - 2.2.2 Acceptance of a cheque by the Lessor shall not be regarded or interpreted as allowing credit to the Lessee.
- 2.3 Interest shall be subjected to the applicable annual escalation as per tariff increase.
- 2.4 The Lessor shall do everything in its power to render monthly accounts to the Lessee at creditors@rent-a-drum.com.na.

3. DURATION OF THE LEASE:

- 3.1 This lease shall commence on **01 January 2024** and shall continue for 1 (one) year, subject to the right of the Lessee to renew the agreement on the same terms and conditions of this agreement and at a rental which was payable immediately before termination hereof, but further subject to the same escalation provisions hereof.
- 3.2 The Lessor and the Lessee in principle agrees to renew the lease for a further period of 10 (ten) years subject to the Ministerial approval.

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4. VOETSTOOTS:

- 4.1 The Property is leased as is, and the Lessor does not warrant that the Property is suitable for the purposes for which it is leased or that the extent of the Property stipulated in the documents, diagrams, notices, conditions or this agreement is in fact the extent of the Property. The Lessee herewith expressly acknowledges that no guarantee, presentations or undertakings were given or made to the Lessee in respect of any attributes of the individual erf or block erf, or otherwise. The Lessor hereby explicitly states that no compensation will be payable for patent or latent defects and no reduction of the rental will be considered or effected to cover the same, nor would the Lessee be allowed to cancel this agreement should such defects be discovered.
- 4.2 The Property and improvements thereof may not be sublet, assigned or ceded without the written permission of the Lessor first having been obtained.
- 4.3 The lessee agrees to cover the cost of servicing the property with municipal services at the standards as prescribe by the Luderitz Town Council Technical Department. The Lessor confirms that the property is already serviced. The Lessee will apply to the Lessor to upgrade the Property from Un-determine to industrial use and in this regard the Lessee shall upgrade the municipal services at it's cost accordingly. The Lessor hereby agrees that the betterment fee for the upgrade of the property from light industrial to industrial is hereby waived.
- 4.4 Drawings of such service installations to be forwarded to the Luderitz Town Council Technical Department prior to service installation.

5. IMPROVEMENTS:

- 5.1 The Lessee hereby explicitly indemnifies the Council in the event of any damage or injury to person or property due to the approval of any substandard structures for whatever reason.
- 5.2 Upon termination of the lease for whatever reason or cause, the Lessee shall remove all structures and fences but shall restore the Property in its original state of repair inclusive but not limited to the removal of any concrete or similar material, failing which the Lessor may enter the Property and restore the same to its original state of repair and then recover the costs incurred from the Lessee, notwithstanding the termination hereof. as this will not be possible for the purpose for which the Lessee is leasing the Property.
- 5.3 Permanent structures may only be erected once explicitly authorized by the Lessor, which authorization shall not be

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unreasonably withheld or delayed. If erected, the Lessor shall not be held liable for any form of compensating the Lessee for such improvements upon termination of the lease.

6. COMPLIANCE WITH LAWS, ET CETERA:

- 6.1 Throughout the currency of this lease and at the Lessee's expense, the Lessee shall comply with all applicable laws, regulations and by-laws and all requirements and directions, as well as conditions which might be imposed by the Lessor, the Local Authority or Central Government in connection with the use and lease of the Property.
- 6.2 The properties are let subjected to the conditions appertaining thereto and all such conditions and limitations as the Government has or may impose by virtue of the provisions of the Townships and Divisions of Lands Ordinance, 1963 (Ordinance 11 of 1963) or by virtue of the provisions of the Townships Ordinance, 1928, Ordinance 11 of 1928). Without prejudice to the foregoing, this lease shall further be subjected to the conditions of the Town Planning Scheme of Lüderitz promulgated in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) and the Property may only be used in accordance with the said scheme.
- 6.3 For the purposes hereof, the Lessee acknowledges that he/she is aware of and understands and is acquainted with the restrictions and conditions imposed in terms of the aforesaid Ordinances and Town Planning Scheme.
- 6.4 Subject to clause 1.2, the Lessee acknowledges that the Property is leased for commercial purposes for the company only. If the Property is used for any other purpose, the Lessor may apply clause 12, notwithstanding the criminal sanctions in terms of the aforesaid Scheme and Ordinances.

7. MAINTENANCE OF SERVICES:

- 7.1 The Lessor shall be responsible for maintenance of streets, which responsibility shall only include maintenance up to the boundary of the Property.
- 7.2 All bulk supply services, including sewer and water lines up the boundary of the Erf, (off site services) shall remain the property of the Lessor and be the responsibility of the Lessor to maintain.
- 7.3 The Lessee shall maintain all services reticulated (on-site services) to an individual dwelling on the Property.

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8. TOTAL OR PARTIAL DESTRUCTION OF THE PROPERTY:

- 8.1 In the event of the Property being damaged or partly destroyed as a result of fire, rain, hail, wind, an act of God, revolts, disturbances, riots, strikes, civil wars or hostility against the State or against the Local Authorities, the Lessor accepts no responsibility whatsoever for the injury or death of, any damage thus caused or suffered.

9. INSPECTIONS:

- 9.1 The Lessor, its employees or its representatives shall have the right to enter the Property at any reasonable time in order to inspect its condition: Provided that verbal / written notice of at least 24 hours is given to the Lessee, except where an emergency makes such notice impractical.

10. MAINTENANCE OF BEACONS:

- 10.1 The Lessee undertakes to maintain the beacons of the Property.

11. CANCELLATION:

- 11.1 Should the Lessee default in any payment due under this lease or should either Party be in breach of its terms in any way and fail to provide its proposed plan to remedy such breach or default within 7 (seven) days after receiving a written demand from the other party that it be remedied, the lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the lessor under the circumstances, to cancel this lease without further notice with immediate effect. In such event the lessor shall be entitled to repossess the Property (as applicable) and to recover from the Lessee damages for the default or breach and the cancellation of this lease.
- 11.2 Clause 11.1 shall not be construed as excluding the ordinary lawful consequences of this lease by either party, save any consequences as are expressly excluded by any of the other provisions of this lease, and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this lease.
- 11.3 In the event of the Lessor having cancelled this lease, but the Lessee remaining in occupation of the individual erf, with or without disputing the cancellation, the Lessee shall be obliged to make payment of rent and any other amounts which would have been payable, and the Lessor may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damage suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

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12. DOMICILIUM:

- 12.1 For the purpose of this Agreement and for any notices which may require be delivered to or served on the Lessee hereunder, the Lessee chooses domicilium citandi et executandi his/her address stated in the preamble to this Agreement and the Lessor elects its offices, Bayroad 90, Lüderitz.
- 12.2 Any notice which the Lessor is required to give the Lessee or the Lessee gives to the Lessor shall be deemed to have been validly given if sent by prepaid registered letter to the address indicated in clause 1.1, or is left by each of them or their agent at such address, which notice shall be deemed to have been received ten (10) days after posting by registered post or on the day the notice was delivered by hand.

13. INDULGENCE, ETC:

- 13.1 Any indulgence granted to the Lessee in not insisting on explicit performance of the Lessee obligations in terms of this Agreement, nor the acceptance of any payments after due date, shall be construed as a forfeiture of the Lessor right in terms of this Agreement, nor shall it be construed as novation of this Agreement or a tacit amendment of any of the terms of this Agreement.

14. AMENDMENTS:

- 14.1 No amendment to or variation in the Agreement, including this clause, shall be valid or enforceable unless it is in writing and the Parties signed it. Any dispute or disagreement between the Parties to this Agreement that cannot be settled by mutual agreement shall be submitted to arbitration in terms of clause 18.

15. INDEMNITY TO LESSOR:

- 15.1 The Lessee hereby indemnifies the Lessor against any claim, whatsoever which may be made against the Lessor by any person or by any member of the public making use of the Property: Provided that the occurrence or omission giving rise to such claim occurred in, or in connection with the Property or any use thereof by the Lessee. This indemnity extends to any expense or cost that the Lessor may incur in relation to any such claim.

16. LAW TO APPLY AND JURISDICTION:

- 16.1 This agreement is in all respects governed and construed in accordance with the laws of Namibia.
- 16.2 The Lessee hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over it, him or her in respect of all legal

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proceedings connected with this Agreement, notwithstanding the fact that the value of the matter in dispute exceeds the jurisdiction of the Magistrate's Court.

17. WHOLE AGREEMENT:

- 17.1 This agreement and any Annexure to the Agreement and documents constitute the entire Agreement between the parties.
- 17.2 Neither party relies in entering into this Agreement on any warranty, representation or expression of opinion which have not been incorporated into this Agreement as a warranty or undertaking.

18. DISPUTE RESOLUTION:

- 18.1 When a dispute arises out of this Agreement, or which relates to this Agreement, the parties to this Agreement shall resolve the dispute by negotiation, and if the parties are unable to reach an agreement, the dispute shall be referred to arbitration by a single arbitrator.

- 18.2 Without limiting the generality of sub-clause 19.1 the sub-clause applies to a dispute about –

- 18.2.1 the existence, validity, termination or discharge or variation of this Agreement;

- 18.2.2 the existence or non-performance of a condition of this Agreement; or

- 18.3 Where

- 18.3.1 a dispute has arisen and a party serves the other party with a written notice to concur in the appointment of a particular arbitrator; and

- 18.3.2 that arbitrator is not appointed within 21 days after the notice is served;

the President of the Law Society of Namibia shall appoint the arbitrator. This subclause also applies if an arbitrator, previously appointed, declines to act or is unable to act.

- 18.4 The arbitration shall be held in Lüderitz.

- 18.5 The arbitration shall be governed by the Arbitration Act, 1965 (Act 42 of 1965), but the arbitrator may –

- 18.5.1 rely upon his or her own knowledge;

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- 18.5.2 receive and consider such written and oral evidence, as he or she shall determine to be relevant, whether or not the evidence is admissible in law, and may attribute such weight to it as he or shall deem appropriate;
- 18.5.3 make one or more interim awards;
- 18.5.4 appoint an assessor, valuer or other expert to assist him or her.

19. DEVELOPMENT LEVEL:

- 19.1 The Lessor on grounds of affordability will provide only the following service levels for the Lessee:
- 19.1.1 Bulk water points.
- 19.1.2 Street lighting.
- 19.1.3 Sewer connection point.

20. NAMIBIAN CITIZENSHIP:

- 20.1 The Lessee must be a Namibian citizen and proof thereof must be submitted.

21. SUBLETTING:

- 21.1 No subletting will be allowed.

22. OPTION TO PURCHASE

- 22.1 The Lessor hereby grants to the Lessee first option ("Purchase Option") to purchase the Property.
- 22.2 The purchase price for the Site shall be an amount of N\$17 619 310.00 00 (Seventeen Million Six Hundred and Nineteen Thousand Three Hundred and Ten Namibia Dollars).
- 22.3 The Purchase Option shall be of force and effect and irrevocable from the date of signature of this lease by the last party so to sign, for the duration of this Agreement ("Option Period"), where after the Purchase Option shall lapse and be of no further force and effect.
- 22.4 The Lessee shall only be entitled to exercise the Purchase Option in accordance with the provisions of this Agreement and the applicable Council's resolution, during the Option Period.

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22.5 Subject to the 22.4 above, the Purchase Option shall be exercised by the Lessee entering into and signing a Property Purchase Agreement and handing the original thereof to the Lessor. Upon receipt of a signed property purchase agreement, the Lessor agrees and undertakes to sign all such documents, including the property purchase agreement, resolutions, transfer forms and the like to give effect to the property purchase agreement.

23. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

23.1 Each of the Parties hereby warrants to and in favour of the other that-

23.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorize it to enter into this Agreement;

23.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms.

23.2 The Lessor hereby warrants that:

23.2.1 It has legal title to the Property; and

23.2.2 The Property is free from any Mortgage Bond, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security or granting a mandate for the purpose of conferring security.

23.3 Each of the representations, warranties and undertaking given by the Parties in terms of this 24 shall -

23.3.1 be a separate representation, warranty or undertaking and will in no way be limited or restricted by inference from the terms of any other representation, warranty or undertaking or by any other words in this Agreement;

23.3.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

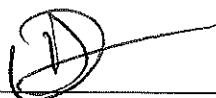
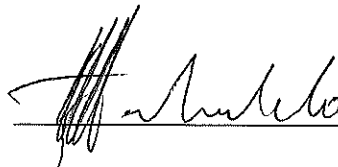
23.3.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

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THUS, DONE and SIGNED at LÜDERITZ on this 04 day of November 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

1.




Otto K. Shipanga
Acting Chief Executive
Officer



Phillippus A. Balhao
Chairperson of
Management Committee

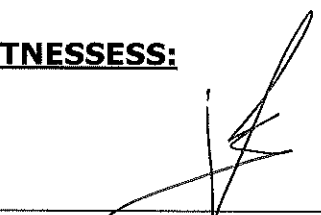
2.


RANDALL R. BEUKES


THUS, DONE and SIGNED at LÜDERITZ on this 04th day of November 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

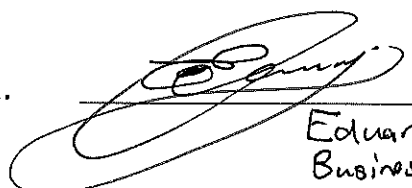
1.


Thomas WAPDENROUQUE
Development Director

LESSEE Gys. J. Louw
CEO / Director


LESSEE Thierry PROVENDIER
Development manager

2.


Eduard G. Louw
Business Development