



BUSHMAN'S RIVER MOUTH

Ratepayers' Association / Belastingbetalersvereniging Ward 3 / Wyk 3
P.O.Box 50, Boesmansrivermond, 6190

Corporate Services
Ndlambe Municipality
P.O.Box 13,
Port Alfred

31st October, 2007

Lease agreement for the Bushman's River Mouth Tennis Courts

Dear Mr. Jordaan,

We were surprised by the changes to the verbally agreed parameters set out for the lease of the Bushman's River Tennis Courts erf 290, BRM. It was stated verbally, initially by Mr. Mvunelwa that the courts could be leased for R1-00 per annum but the courts are with Corporate Services and not Community Protection Services. My telephonic conversation with you it was agreed that the lease would be R10-00 per month, with a 10 year lease and option of renewal. These parameters have now changed to R 120-00 per month, for 1 year with an option of a 1 year renewal and a three month notice at any time. You will understand from the matters drawn to your attention, listed below, that the repair work cannot even be completed within a year.

We could understand the terms of the, now proposed, lease if everything was in good order at the initiation of the lease but this is not the case. We will illustrate the position as it was before the BRMRA made application for the lease.

- 1) None of the electrical fittings work (plugs, lights and light fittings)
- 2) New light fittings need to be installed as the current ones are vandalized or are dysfunctional.
- 3) Three of the 6 internal doors are vandalized beyond repair and need to be replaced
- 4) All of the lock fitting have been stolen (6 pairs).
- 5) The current toilets are dysfunctional and need repair
- 6) The concrete court needed to be repaired as there were cracks of up to 3 cm in width in the concrete surface and had weeds of 25 cm growing out of them.
- 7) The bitumen court was invaded by weeds and grass and the perimeter and in need of repair
- 8) Trees had grown through the fence and damaged both the court and the fence.
- 9) All of the paint on the concrete court had flaked and the surface had started to flake causing damage to the playing surface.
- 10) Both courts were overgrown by invasive plants and grass around the perimeters and thorn trees and invasive alien plants were growing within the court area.
- 11) Trees had over grown the roof and had damaged the roof.
- 12) The timber work for the roof started to rot and needs maintenance otherwise it will rot and the roof will eventually collapse.
- 13) Weeds were growing out of all the paving
- 14) Some poles supporting the fence have rotted and collapsed
- 15) The entrance gate to the concrete gate had corroded completely
- 16) The fence along the base of the bitumen court has lifted and will have to be repaired.
- 17) Only one tennis net was present and that was in need of repair
- 18) The inside of the "clubhouse" needs painting
- 19) Security in closing the gap between the roof and wall needs to be done to prevent vandalism.
- 20) All the plumbing, basins and shower taps need to be repaired as they are seized.
- 21) Accumulated filth, dirt, bird dropping were in the clubhouse

Committee: Johann Smuts (Chairman), Charles Sprong (Vice Chairman) , Wendy Grove (Secretary), Charles Sprong (Treasurer), Schalk Kotze, R Phol, W Northrop, A.Vosloo, A. Gildenhuis, M.Mullins, Trevor Franklin, Ian Smith

The BRMPA has in good faith to date :-

- 1) Removed the invasive grass and tree branches around the perimeter of the courts.
- 2) Mowed the grass around the courts for the last 4 months
- 3) Cleaned the inside of the "clubhouse"
- 4) Cleaned out the cracks in the concrete court and had the cracks professionally filled.
- 5) Applied weed killer to the paving and perimeter at the base of the fences
- 6) Sanded the entrance sliding doors and applied wood preservative
- 7) Applied anti rot and anti fungal preparation to the support beams.
- 8) High pressure washed (3 times) the courts to remove flaking paint and growth.
- 9) Repaired the one tennis net.
- 10) Replaced the rusted gate to the concrete court and painted it.

It was stated in the IDP meeting that sport facilities should be taken forward by organised community based organisations. This is to ensure that vandalism does not take place and that a sense of ownership prevails. We cannot see our way forward with terms of the lease as it stands at present. The work and money that has to be spent to get the courts fully functional and in a good state of repair so they will last, will cost in excess of R30,000. Basically as the lease states, Ndlambe could terminate the lease by giving 3 months notice. We have to rely on fund raising and work by the community to achieve a satisfactory state of repair. It will take in excess of a year or longer to accomplish everything listed. The lessor, as the proposed lease agreement states in various clauses, has no obligation other than drawing up the lease and the lessee would have insure, secure, repair, maintain and improve the facility with no income and without any security of tenure and all the risk.

Could you please consider the original, verbal terms of the proposed lease to allow the time, money and effort to make what could become a valuable asset to the municipality with time. This is not money making venture for the BRMRA, in fact it will be a net outflow of money every month. We cannot charge for the use of the courts as we consider them to be communal facilities. In addition to the above comments, an agreeable lease would be a net saving to Ndlambe and in fact an income to Ndlambe. We do, however, believe that it would be sad if what is potential asset to the community and municipality, especially in the light of Ndlambe's promotion as a tourist destination, will become a derelict facility if no effort is made to repair the courts.

Yours faithfully,

Johann Smuts
Chairman Bushman's River Ratepayers Association