

19 The parties hereto certify that there are no Missives of Let constituting a Lease to which this Deed gives effect.

Yours faithfully

..... Landlord's Agent
..... Address
.....
..... Occupation
..... Date
.....

I/We hereby accept the foregoing offer and hold the contract as concluded.

..... TENANT
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..... Witness
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12 The Landlord will not be liable to you for loss, injury or damage of whatever kind which you sustain from any defect or deficiency in any part of the Subjects and you will be held to have satisfied yourselves as to the condition of the Subjects and contents and by your signature hereto you hereby renounce any claims against the Landlord in connection therewith, provided, however, that the Landlord shall take reasonable precautions on the receipt of written notification from you to prevent such loss, injury or damage.

13 You agree that a certificate by the Landlord shall be sufficient to ascertain and constitute the amount or amounts payable to the Landlord at the date of the certificate in respect of rent, gas, electricity, telephone and other charges or in respect of recompense for any damage to the Subjects, the heritable fixtures and fittings therein or the contents thereof as specified in the Inventory.

14 You consent to registration of these tenancies and of any Certificate in terms of Clause 13 hereof for preservation and protection.

15 You confirm that where you are two or more persons your obligations under this agreement are undertaken by you jointly and severally.

16 The parties to this agreement hereby declare that in terms of Regulation 8(3) of the Consumer Protection (Distance Selling) Regulations 2000, the right to cancel this tenancy agreement afforded to the tenant by the above Regulations does not apply and, accordingly, there is no right on the part of the tenant to cancel this tenancy agreement once the tenancy agreement has been signed by both.

17 The 'hand-book' supplied to you may be treated as a material condition of this lease.

18 **Interpretation**

In this lease unless there is something in the context inconsistent therewith:

(a) Words importing the masculine include the feminine and words importing the neuter include the masculine and feminine.

(b) Words importing the singular include the plural and *vice-versa*.

(c) Words importing persons include incorporations and *vice-versa*.

(d) Any reference to an Act of Parliament or Statutory Instrument includes any modification, extension or re-enactment thereof for the time being in force and all instruments, orders, regulations, permissions and directions for the time being made or given thereunder or deriving validity therefrom.

(e) Where any matter is expressed to require the consent or approval of the Landlord it shall be implied that the same is in writing and, unless otherwise stated, that such consents or approval shall not be unreasonably withheld.

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(iii) Ground 11: whether or not any part of the rent is in arrears on the date which proceedings for possession are begun; and (b) if the tenant has persistently delayed in paying rent which has become lawfully due then the Sheriff may order possession.

(iv) Ground 12: where some rent lawfully due from the tenant (a) is unpaid on the date on which the proceedings for possession are begun; and (b) except where a Sheriff considers it reasonable to do so, the tenant has not complied with the requirements of section 19 of the Housing (Scotland) Act 1988, the tenant was in arrears at the date of service of the Notice under section 19 of the Housing (Scotland) Act 1988 relating to those proceedings, the Sheriff may grant an order for possession.

(v) Ground 13: if any obligations of the tenancy (other than the one relating to the payment of rent) have been broken or not performed by the tenant, the Sheriff may order possession.

(vi) Ground 14: if the condition of the flat or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any one of joint tenants or any person residing or lodging with the tenant or any sub-tenant of the tenant; and, in the case of acts of waste by, or neglect or default of, a person lodging with the tenant or sub-tenant of the tenant, the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant, then the Sheriff may grant an order for possession. In this Ground, "the common parts" means any part of the building containing the flat and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of the flat.

(vii) Ground 15: if the tenant, a person residing or lodging in the flat with the tenant, or a person visiting the flat has (a) been convicted of (i) using or allowing the flat to be used for immoral or illegal purposes; or (ii) an offence punishable by imprisonment committed in, or in the locality of the flat, or (b) acted in an anti-social manner in relation to a person residing, visiting or otherwise engaging in lawful activities in the locality; or (c) pursued a course of anti-social conduct in relation to such person as is mentioned in head (b) above, then the Sheriff may grant an Order for possession. In this Ground "anti-social" in relation to an action or a course of conduct, means causing or likely to cause alarm, distress, nuisance, or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "tenant" includes any one of joint tenants.

(viii) Ground 16: if the condition of any furniture provided for use under the tenancy has deteriorated owing to ill treatment by the tenant or any other person residing or lodging with him in the flat, and in the case of ill treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or the sub-tenant, then the Sheriff may grant an order for possession.

11 In the event of the charges referred to in Clause 5(n) hereof not being paid within seven days of the date on which the accounts in respect thereof are rendered to you, the Landlord will be entitled to request the appropriate Authority/Utility Company to disconnect the supply or service concerned. Notwithstanding disconnection, you will remain liable for said charges and you will also be liable to pay any reconnection charges to the appropriate Authority/Utility Company.

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8 The Landlord confirms that the gas and electricity supplies, the appliances and the furniture and furnishings within the Subjects comply with Gas Safety (Installation & Use) Regulations 1994, the Gas Safety (Management) Regulations 1996, the Furniture and Furnishings (Fire) Safety Regulations 1988 and the Electrical Equipment (Safety) Regulations 1994. The Landlord also undertakes that a telephone in working order will be made available in the Subjects to enable you to make emergency calls. The Landlord undertakes, in conjunction with other owners if applicable, the upkeep, maintenance, cleaning and repair of the common structure and exterior of the Subjects, and in all other respects maintain the Subjects in a tenable and habitable condition. The Landlord will make good any damage caused by acts of vandalism/criminal damage by persons other than you provided this has been reported to the police by you or someone acting on your behalf within 24 hours of the incident occurring. All signatories will be made aware of, and will comply with, any arrangements in common properties for the disposal of refuse from the Subjects. The Landlord confirms that each room for let within the Subjects is secure and is fitted with a suitable lock on each door.

8.1 In the event that at any time during the term of the Lease you become entitled to housing benefit, or any other benefit which may assist you in making payment of the said monthly rent, you undertake to advise the Landlord immediately in writing and, if requested by the Landlord to do so, to sign a mandate authorising and instructing the payment of the benefit monies direct to the Landlord.

9 By your signature hereto you hereby acknowledge that you have been given notice in Form AT5 that the tenancy to which this Lease relates is a Short Assured Tenancy in terms of section 32 of the Housing (Scotland) Act 1988 and that the Landlord will require possession of the Subjects at the termination of the tenancy. You further acknowledge that you have been given notice that possession of the subjects might be recovered under Grounds 2 of Schedule 5 of the said Act.

10 In the event of your contravening any of the conditions of this Lease or if the rent referred to in condition 2 hereof is not paid within seven days of the date upon which it falls due (whether formally demanded or not) the Landlord will be entitled to give you notice terminating the Lease and you hereby bind and oblige yourself to remove from and vacate the Subjects on the date upon which the notice expires. You further undertake to provide the Landlord with a forwarding address. You further understand by your signature hereto that the Landlord shall be entitled to bring this Lease to an end on any contractual or statutory breach under any of the Grounds in Schedule 5 of the Housing (Scotland) Act 1988 and, in particular, and without prejudice to the foregoing generally, you understand that, in the event of a contractual or statutory breach, the Landlord may proceed to Court for the recovery of the property under the following Grounds, namely:-

- (i) Ground 2: if the property is subject to a heritable security granted before the creation of the tenancy and (a) as a result of a default by the debtor the creditor is entitled to sell the flat in exercise of that entitlement; and (b) either notice was given in writing to the tenant not later than the date of commencement of the tenancy that possession might be recovered on this Ground or the Sheriff is satisfied that it is reasonable to dispense with the requirement of notice, then the Sheriff must order possession;
- (ii) Ground 8: if, at the date of service of a Notice under Section 19 of the Housing (Scotland) Act 1988 relating to the proceedings for possession, and at the date of the Court hearing, at least three months' rent lawfully due from the tenant is in arrears, the Sheriff must order possession.

(k) That at the termination of the Lease you will return the flat in original condition, including clean carpets and curtains

(l) To allow the Landlord to inspect the Subjects at any time during the currency of the Lease provided 24 hours written notice of the Landlord's intention to do so is given except in cases of emergency, and you agree to give full facilities for the carrying out of any repairs or alterations in connection with the Subjects or relative offices which the Landlord deems necessary. In the case of an emergency, you accept that the Landlord or his agent may gain access to the Subjects, using forcible entry if necessary.

(m) To allow prospective tenants or purchasers to view the Subjects by prior arrangement.

(n) To pay all gas, electricity, telephone and television licence and other charges incurred by you during the currency of the lease as the same fall due.

(o) Not to cause or allow any person staying or visiting the Subjects to cause a nuisance to the Landlord or any other proprietors or to cause any nuisance or annoyance within the vicinity of the Subjects under declaration that what amounts to a nuisance for the purpose of this clause shall be determined at the Landlord's sole discretion.

(p) Not to stop up or obstruct or permit to be stopped up or obstructed in any way, the waste pipes or drains serving the Subjects.

(q) Not to commit or allow members of your family or any person visiting you to commit any form of harassment or behaviour which might be construed as anti-social which may interfere with the peace and comfort of, or cause any offence to, any other tenant of the Subjects any neighbour or members of their household either in their accommodation or within the vicinity of the Subjects.

(r) Not to cause or allow any member of your household or any person visiting the Subjects to commit any act of violence or any form of harassment to any member of the Landlord's or its agent's staff.

(s) Not to interfere with equipment or services, nor to interfere with or misuse fire precautions in the Subjects or common areas of the building. Tampering with fire safety equipment is a criminal offence and offenders will be reported to the police.

6 During the currency of the Lease you will be responsible for the payment of the Council Tax appropriate to the occupancy of the Subjects if present legislation should change. The Landlord shall remain responsible for the payment of any Ground Burdens in respect of the Subjects.

7 During the currency of the Lease the Landlord shall remain responsible for maintaining adequate buildings insurance for the Subjects on comprehensive terms and also for insuring the Landlord's contents of the Subjects as specified in the Inventory. You will be responsible for the insurance of any item introduced into the subjects during the currency of the Lease and, in particular, you will be responsible for insuring your own jewellery and other valuables. You will also be responsible for maintaining occupiers' liability insurance during the currency of the Lease.

- (b) To keep the Subjects and the contents therein clean and in good order (including any common areas) without prejudice to the generality, to keep those items specified in the inventory of contents agreed or about to be agreed between the Landlord and you (hereinafter referred to as "the Inventory"), which items you accept are in good order and condition, in such condition, fair wear and tear excepted. You further bind and oblige yourself not to cut, mark or paint any part of the Subjects or erect any signpost, aerials or nameplate or install any hooks or staples in any part of the Subjects. You agree to repair or replace any items damaged through neglect, carelessness, or wilful damage on your part or on the part of any member of your household or anyone visiting the Subjects. You further agree to dispose of refuse in an appropriate manner and at the appropriate time. Where you fail in any of your duties in respect of the common parts of the Subjects, then the Landlord may carry out those responsibilities and recover the cost from you.
- (c) To give the Landlord immediate notice in writing of any structural damage or defects in the Subjects or any defects in the fixtures and fittings or contents thereof (including the result of vandalism) and in particular of any emergencies as soon as the same shall take place or become apparent and to indemnify the Landlord against any additional loss occasioned by the Landlord through your failure to give such notice, and to ensure access is provided to the property for repairs to be carried out and for the inspection of gas and electrical installations and appliances.
- (d) To pay the said rental payments on the due dates and not to withhold payment of the same for any reason. The issue of a reminder regarding unpaid rent shall attract an administration charge of £25.00 per reminder. If third parties are employed to pursue payment, you will be liable for any additional costs pertaining thereto.
- (e) Not to assign the lease or sublet the Subjects in whole or in part or to accept boarders or lodgers and not to use the Subjects or any part thereof for any business, trade or professional purpose or for any immoral or criminal purpose and to occupy the same for your personal use and as a dwelling-house only, except with the written consent of the Landlord.
- (f) Not to leave the Subjects unoccupied for any period exceeding two weeks without informing the Landlord in all occasions when the Subjects may be unoccupied, to take all reasonable precautions to safeguard the same and the contents, including when appropriate, turning off the water system at the main source of supply, draining the water tanks and pipes and turning off the gas and electricity supplies.
- (g) Not to carry out any internal redecoration of the Subjects without the Landlord's prior written consent.
- (h) Not to keep any dogs, cats or other pets without the Landlord's prior written consent.
- (i) Within one week of the termination of the Lease to replace (1) any articles, fixtures, furniture and fittings in the Subjects which may have been broken or otherwise damaged and (2) any item lost or stolen during the currency of the Lease, and failing replacement, to make payment to the Landlord of the replacement value thereof.
- (j) That during the currency of the Lease you will have the windows cleaned regularly and leave them clean at termination of the Lease.

Date

TO:

Dear

We, Coralyn Limited, a company incorporated under the Companies Acts (company number SC184129) and having our registered office at Cape House, 59 Admiral Street, Glasgow G41 1HP ("hereinafter "the Landlord") hereby offer to lease to you the property known as and forming ALL and WHOLE Flat 3, 359 Sauchiehall Street, Glasgow, G2 3HU together with the furniture, fixtures and fittings together with any garage or garden ground (shared or otherwise) pertaining thereto (hereinafter referred to as "the Subjects") and that on the following terms and conditions, namely:-

- 1 The Lease will run from (hereinafter referred to as "the Date of Entry") to 2011 (a period of weeks).
- 2 The rent will be (£.....) STERLING per calendar month payable by you monthly in advance to the Landlord by Standing Order/Direct Debit/Bank Transfer and commencing said monthly payments on the date of entry, and monthly thereafter for a further months.
- 3 Prior to the date of entry, you shall pay to the Landlord a deposit of £....., which will be held in an identifiable rent deposit account. Said deposit will be refunded to you within 28 days of the termination of the Lease provided the flat is returned in original condition otherwise professional agencies will be employed and deduction made from said deposit. It is further understood that all or part, of it will be used at the termination of the Lease to settle any undischarged account due by you in terms of this Lease, or will be applied towards the cost of replacement or repair of any of the fixtures and fittings relative to the said Subjects and any contents therein in terms of a certificate under clause 13 hereof. By your signature hereto you acknowledge that no interest will be payable to you in respect of said deposit.
- 4 The rent payable includes a live telephone line providing both a wired and wireless unlimited broadband internet facility. All routers, telephone handsets, cabling, etc remain the property of the management and are included on the inventory.
- 5 By your signature hereto you bind and engage yourself:-
 - (a) To be a bona fide matriculated university or college student.