

AGREEMENT FOR A SHORT TERM TENANCY

Landlord's Agent(s) K.W.A.D Property Managers Limited

Landlord's Agent(s) Address The Property Market, Brodie Point, 133-137 Holburn Street, Aberdeen AB10 6BN

Tenant Name(s)

Tenant Address

The Premises

Date of Signing

Fixed Term

Date and Time of Arrival:

Mode of Arrival Transport (eg flight, train, car)

Date and Time of Departure:

Mode of Departure Transport (eg flight, train, car)

Total Rent Payable

Initial Deposit **£125** Balance of Deposit **£875**

Furnished / Unfurnished The premises are Furnished

Maximum Occupancy

I/we hereby confirm full and unqualified acceptance of the letting provisions, conditions and agreement contained on this and the following 3 pages. **AS WITNESS** the hands of the parties hereto the day and year first before written

Signed By:- _____ **The Tenant(s)**

in the presence of Witness (1) _____ Witness (2) _____

Address: _____

Signed By:- _____ **Landlord(s) Agent**

in the presence of Witness (1) _____ Witness (2) _____

Address: _____

(Please note that a witness should be over 16 years of age)

The Rent is the rent as specified on Page 1 of this Agreement.

FIXED TERM

The Term is a fixed term as specified on Page 1 of this Agreement.

CONTENTS

The Contents comprising the furnishing and effects will be listed on an Inventory to be handed to the Tenant at ingo and such Inventory shall be evidence of their existing condition which shall be deemed good unless a defect is noted on the Inventory by the Tenant and brought to the attention of the Landlord's Agent no later than 12 noon on the day after the Date of Arrival.

COMMENCEMENT AND TERMINATION

The Landlord agrees to let and the Tenant agrees to take a Tenancy of the Premises for the Term at the Rent described above and on the conditions of the Letting Provisions set out below and to page four inclusive.

NOTICE OF ADDRESS

The address at which any Notices (including Notices in any proceedings) may be served on the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary.

LETTING PROVISIONS

1. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS

RENT

(1.1) To pay the Rent by 31st May 2009 by cheque payable to K.W.A.D Property Managers Limited, who act as the collection agents for the Landlord's Agents. Credit Card payment is accepted, please note that use of American Express will result in a surcharge of 3.5% being added to your payment, all other credit cards will be charged at 2.8%. In the event that the Rent does not reach us by the due date, then this Agreement shall be null and void and the Landlord's Agents will be at liberty to rent the Premises to another Tenant and the Deposit already paid shall be forfeited by the Tenant.

NB The payment should be clearly marked with the Tenant's name and the address of the Premises as a reference for tracing purposes. In the event that this reference is not included then the Landlord's Agents reserve the right to charge and administration fee to the Tenant of £25 which sum would require to be paid prior to the Date of Arrival

OUTGOINGS

(1.2) To pay the cost of all telephone calls made at the Premises during the Tenancy (and not to do anything to cause the disconnection of electricity, water, gas or telephone.

REPAIRS AND DECORATION

(1.3) To keep the interior of the Premises, the fixtures and fittings, Landlord's installations, the doors and the glass in the windows in good and tenable repair, decoration and condition and in working order and to pay for all repairs up to, but not necessarily to a maximum of, £25 per item (damage by accidental fire excepted).

CONSENT FOR ALTERATIONS AND DECORATIONS

(1.4) Not to cut, damage, injure, alter, rearrange or interfere with any part of the Premises or the decorations or the Contents (if any) or make any additions or alterations and not to paint or decorate any part of the Premises..

PROHIBITION ON GLUEING, STICKING, FIXING AND REMOVAL ETC.

(1.5) Not to glue, nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Premises or the Contents nor remove smoke alarm batteries from detectors or light bulbs from the premises.

PROHIBITION ON SMOKING, USE OF CANDLES, LIGHTERS AND USE OF LANDLINE TELEPHONES

(1.6) The Tenant will not smoke cigarettes, cigars, pipes etc in the premises nor will they use candles or lighters or make use of any private landline telephone handset(s) within the premises nor will they allow any visitors within the Premises to do the same.

DRAINS, GUTTERS, CHIMNEYS AND ACCESS

(1.7) Not to obstruct the drains or any jointly used access and to keep the drains and gutters clear the chimneys swept when necessary and jointly used access clean and tidy.

NO DISPOSALS, SUB-LETTING OR SHARING

(1.8) Not to assign, underlet or part with or share possession of the whole or any part of the premises.

USE

(1.9) To use the Premises only as a private residence for occupation by the Tenant and Tenant's family only.

MISUSE

(1.10) Not to use or permit the Premises to be used for any improper, immoral or illegal purposes.

ANIMALS

(1.11) Not to keep any dog, cat, bird, insect, pet or other animal of any kind in the premises.

NOISE, NUISANCE ETC.

(1.12) To ensure that nothing shall at any time be done in the Premises that shall cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to any adjoining or neighbouring property or its Occupiers.

INSURANCE

(1.13) To ensure that nothing is done in the Premises which make void or voidable the Landlord's insurance policy or which may cause an increased premium to be payable and to make good to the Landlord any loss or extra expense arising from a breach of this clause.

(a) The Landlord grants the tenancy of the property to the named Tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect the Tenant's personal possessions and accidental damage caused by the Tenant to the furniture, fixtures and fittings at the property.

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CLEANING, LINEN, TOWELS ETC.

(1.14) Cleaning of the premises after the Departure Date is included in the Rent.

There shall be fresh linen on the bed(s) and two sets of towels per usable bedroom as at the Date of arrival. Please note there

shall be no further linen or towel changes during the fixed term, unless this is specifically requested by the Tenant on giving no less than 24 hours notice of the same wanted, for which a charge of £25 shall be made and deducted from the Deposit prior to return of the Deposit.

REFUSE AND LOCKS

- (1.15)
- (a) Not to leave any refuse outdoors except on the day of collection by the official refuse collectors and then in a properly enclosed receptacle.
 - (b) Not to change the locks on any outer door of the property nor to add any additional security devices.

ENTRY BY LANDLORD

- (1.16) To allow the Landlord's Agent to enter the Premises
- (a) to inspect the condition of the Premises
 - (b) to carry out repairs by a workman whether or not accompanied by the Landlord's Agent.

COSTS

- (1.17) To pay all legal or surveyors or other costs and fees incurred by the Landlord:
- (a) as a result of a breach by the Tenant of this Agreement whether forfeiture of the Tenancy is avoided by relief granted by the Court or in any other way
 - (b) in the preparation and service of a Schedule of Dilapidation's during or after the Tenancy
 - (c) in connection with the recovery of any arrears of rent due under this Agreement

RIGHT TO ACCOMMODATE IN ALTERNATIVE ACCOMODATION

(1.18) The Landlord's Agents reserve the right to re-accommodate the Tenant in alternative premises of a similar standard to the Premises, in the event that the Premises become unavailable prior to the Date of Arrival or become unsuitable for occupation during the Fixed Term. In these circumstances the costs of re-accommodating the Tenant shall be borne by the Landlord's Agents and provided the accommodation is of a similar standard as the Premises then there shall be no compensation payable to the Tenant.

PAYMENT OF RENT

(1.19) The Tenant shall pay the rent in terms of Clause 1.1 above.

CONDITION OF CONTENTS AND RESPECT OF PRIVACY FOR BELONGINGS AND ITEMS OF MAIL

(1.20) Where Contents are included in the Agreement to keep the Contents in at least as good repair and condition as they are now and not to remove any of the Contents from the Premises nor to move any of the Landlord's furniture or Contents from the room in which it is located and to notify the Landlord's Agents immediately of any damage to the property or its contents. Any areas which have been marked as "PRIVATE" and also items of mail should not be interfered with and the Landlord's privacy respected at all times.

VACATION OF PREMISES

(1.21) To vacate the Premises and deliver the keys (i)to the agreed stand number at the exhibition centre, and(ii) by no later than 12 noon on the Date of Departure. In the event that either of sub clauses (i) or (ii) are not complied with then there shall be an administration charge of £25 per breach, deducted from the Deposit to be returned.

AT THE END OF THE TENANCY

(1.22) At the determination of the Tenancy to deliver up to the Landlord the Premises and the Contents (if any) in accordance with the Letting Provisions and clear of the Tenant's own effects.

2. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS

(2.1) The Tenant shall have quiet enjoyment of the Premises against the Landlord and all persons claiming title through the Landlord.

3. IT IS AGREED BY BOTH PARTIES AS FOLLOWS

DEPOSIT

(3.1) The Tenant shall within seven days of signing this Agreement, pay the Initial Deposit by Company cheque or credit card payment to the Landlord's Agent's Address and then pay the Balance of the Deposit as stated within clause 1.1 above within 14 days of allocation of the Premises, which full deposit shall be returned at the end of the Tenancy, without interest, less a deduction for any administration fees then unpaid, or any other sum due hereunder or any other expense arising or incurred by any reason of the breach by the Tenant of the Tenant's obligations hereunder. In the event that the Balance of the Deposit is not paid within 14 days of allocation of the Premises then the Initial Deposit already paid shall be forfeited by the Tenant to the Landlord's Agents as an administration fee.

INTERPRETATION

(3.2) The paragraph headings do not affect the construction of this Agreement

PARTIES

- (3.3) Where more than one person is named as Tenant their obligations are joint and several
- (3.4) References to "Landlord" include those entitled to the reversion of this Tenancy.

FOR THE AVOIDANCE OF DOUBT

- (3.5) The Tenant accepts that any TV/VCR/Audio/Broadband equipment left in the premises are by courtesy of the Landlord and any defect or failure to perform will not constitute a cause for complaint. The Landlord will be responsible for paying the TV Licence.
- (3.6) The Tenant accepts he is responsible for the care and repair of any cooker, refrigerator, freezer, dishwasher, microwave oven, washing machine and all/any other electrical and mechanical appliances and equipment.

ARBITRATION AND JURISDICTION

(4) Any dispute or difference arising out of or relating to this Lease, its interpretation or the breach thereof, except any matters which in terms of the Act are required to be dealt with as provided in the Act shall be settled by arbitration before an arbiter selected and appointed by the President or Vice President for the time being of The Law Society of Scotland from the panel of arbiters maintained by The Law Society of Scotland and conducted in accordance with the arbitration rules of The Law Society of Scotland current at the date of appointment of the arbiter. The provisions of Section 3(1) of the Administration of Justice (Scotland) Act 1972 shall not apply to this agreement to refer to arbitration

Tenant's signature: _____

Landlord's agents signature: _____