

## LICENCE TO RESIDE

### Part 2 – General Terms & Conditions

#### 1. Premises

1.1 The Licensor hereby licences and authorises the Licensee to occupy for use as temporary student accommodation the Room within the Apartment or to occupy a Studio (the "Studio") within the Building as more particularly described in Part 1 of this Licence, together with the right (where applicable) to use in common with all other persons authorised by the Licensor, any common facilities within the Apartment which are designated for use by the Licensee for the Licence Period described in Part 1 of this Licence commencing on the Start Date and ending on the Termination Date ("Licence Period").

#### 2. Licence fee

2.1 The Licensee shall pay to the Licensor the Licence Fee, including the Booking fee and Deposit, for the Licence Period and such Licence Fee shall include electricity, water & sewerage charges, internet and gas (where applicable).

2.2 The Total Licence Fee which is payable is set out in Part 1 of this Licence.

2.3 The Licensee agrees to:

- (a) pay the Licence Fee on the due dates by bank transfer, debit card or credit card to any bank account that the Licensor may from time to time nominate; and
- (b) to pay interest on the unpaid amount of any sum due to the Licensor which is not received on the due date for the period beginning on the due date until the date it is received in cleared funds.

2.4 Interest under clause 2.3(b) is 4% above the base rate of Allied Irish Bank PLC and is calculated on a daily basis.

2.5 The Licensee shall comply with all laws, rules, regulations and recommendations of any relevant suppliers relating to the use of any services and utilities.

#### 3. Licence not a tenancy

It is hereby agreed that this Licence is a licence and not a tenancy and it is not the intention of either the Licensor or the Licensee that a tenancy of the Room or Studio or Apartment (as applicable) shall be created by this Licence and it is further agreed and declared that (a) The Licensor or its agents shall have unrestricted access to the Room or Studio (as applicable) at all times at the Licensor's discretion; and (b) The Licensee shall not be entitled to exclusive possession of the Room or Studio or Apartment (as applicable).

#### 4. Use of the Property

The Licensee agrees with the Licensor as follows:

4.1.1 To use the Room or Studio (as applicable) only as a single private temporary residence for occupation by the Licensee personally and not to allow visitors to remain in the Room or in

the Apartment or Studio (as applicable) overnight unless the Licensee has registered the visitor at reception and obtained the Licensor's prior consent to the visitor remaining in the Room or the Apartment or Studio (as applicable) overnight, such consent not to be unreasonably withheld or delayed provided that no overcrowding occurs and (where applicable) the other occupiers of the Apartment do not raise any objection. The Licensor or its agents may remove or exclude any visitor (including family members) from the Room, Apartment or Studio at any time in its absolute discretion.

4.2 The Licensee shall not:

- 4.2.1 use the Room, Studio, Apartment or Building for the purposes of conducting a business;
- 4.2.2 keep any pets, reptiles, insects, fish or other animals on or in the Room, Studio, Apartment or Building without the prior written consent of the Licensor save for a registered assistance animal;
- 4.2.3 play or use any musical instrument or television or radio or other means of reproducing sound so that the sound is audible outside the Room, Studio, Apartment, or Building;
- 4.2.4 connect to the telephone line the internet or any other systems;
- 4.2.5 store or keep or use any weapons, illegal items or items which the Licensor or its agents consider offensive or dangerous (which may include replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons);
- 4.2.6 store bicycles in the Room, Studio, Apartment or Building but shall store any bicycle in the designated bicycle areas of the Building only and in the event of the Licensor removing any bicycle stored in breach of this clause to pay to the Licensor within 7 days of a written demand the sum of €50 before the release of the bicycle to the Licensor;
- 4.2.7 store or keep or use any unlawful substance or materials in the Room, Studio, Apartment or Building at any time and to report to the Licensor or any of its employees the presence of any such unlawful substance or materials;
- 4.2.8 keep store or use in the Room, Studio, Apartment or Building any inflammable or dangerous articles, any lighted candles, electronic cigarettes, incense sticks, shisha pipes, naked flame appliances, portable heater lamp or other portable apparatus fed by paraffin or liquid gas and to comply with all of the Licensor's requirements relating to fire safety as set out in the Fire Safety Agreement which is available for inspection at the relevant on-site management reception;
- 4.2.9 keep or use in the Room, Studio, Apartment or Building any electrical heating and/or electrical cooking equipment and/or multiway adaptors;
- 4.2.10 bring into or keep in the Room, Studio, Apartment or Building any other electrical items (the "Items") unless the Licensee has first produced by prior appointment the Items to the Licensor's officer in the relevant onsite management reception for Portable Appliance Testing ("PAT") and thereafter obtained the approval of the Licensor to the keeping and using of the Items in the Room, Studio or the Apartment which approval will be given if the Items are in good safe working order and meet the PAT requirements;
- 4.2.11 expose or allow to be hung any laundry washing, flags, banners or other items so as to be visible from outside of the Room, Studio, Apartment or Building and not to dry clothes on the radiators;
- 4.2.12 bring into or keep in the Room, Studio, Apartment or Building any washing machine;
- 4.2.13 glue, stick, nail, tack, screw, fix or fasten (whether with Blue-Tack or similar materials) anything whatsoever to the interior or the exterior of the Room, Studio, Apartment or Building;
- 4.2.14 smoke (including electronic cigarettes) or use non-prescription drugs within the Room, Studio, Apartment or Building;

- 4.2.15 part with the keys or access card/fob to the Room, Studio, Apartment or Building and shall report immediately any loss of the same to the Licensor and pay to the Licensor before the Licensor issues any replacements the sum of €30 for each replacement key and €30 for each replacement access card/fob (and if a key or access card/fob is found and returned by the Licensee after a replacement has been issued and the cost charged, the refund of the cost is at the Licensor's discretion and in any event an administrative fee may be charged);
- 4.2.16 damage or force or in any way misuse any locks in the Room, Studio, Apartment or Building and in the event of default to pay to the Licensor on demand all costs (including an additional administration charge) reasonably incurred by the Licensor in replacing the same and/or making good all damage caused;
- 4.2.17 connect to or trail wires from the telephone apparatus and/or any television in the Room, Studio, Apartment or Building to protect the health and safety of the Licensee and (where applicable) the occupiers of the Building;
- 4.2.18 tamper with any fire safety equipment in the Room, Studio, Apartment or Building including without limitation fire extinguishers, smoke alarms, emergency exit signs and break glass alarm points;
- 4.2.19 cause a nuisance, annoyance or interference or threaten or abuse any other residents in the Building or any employees, servants or agents of the Licensor or the owners and occupiers of neighbouring, adjoining or adjacent property;
- 4.2.20 do anything that has the effect of invalidating the insurance that the Licensor has taken out in relation to the Building;
- 4.2.21 use the Room, Studio or the Apartment for immoral or illegal purposes or otherwise commit or be involved in any criminal activity; and
- 4.2.22 hold parties or gatherings in the Room, Apartment, Studio or Building save with the express consent of the Licensor.
- 4.3 The Licensee agrees to:
- 4.3.1 open the windows in the Room or Studio to the tilt position for at least 30 minutes each day (provided that the Licensee is in occupation) to ventilate the Room or Studio and not to open the windows in the Room beyond the tilt position save in emergencies;
- 4.3.2 always to use the extractor fan in the bathroom when using the bathroom and not to disable the extractor fan except for safety reasons in an emergency;
- 4.3.3 use best endeavours to ensure that the Licensee's visitors comply with the Licensee's obligations under this Licence while present in the Room, Apartment, Studio or the Building;
- 4.3.4 comply with additional obligations or restrictions set out in any management scheme or other regulations reasonably required by the Licensor or the Residence Manager which may be notified to the Licensee in writing from time to time.
- 4.4 Unless otherwise expressly provided, the obligations and liabilities of the Licensee under this Licence are joint and several. This means that where, there is more than one Licensee of the Studio, Apartment or the Building the Licensee will be liable for all sums due under the Licence, not just liable for a proportionate part.

## 5. Relocation

The Licensor reserves the right to move the Licensee to a different Room or Studio (as applicable) within the Building in any circumstances on giving the Licensee at least 7 days' written notice, save in the case of emergency where notice may not be possible.

## **6. Access by Licensor, its Agent and work personnel**

The Licensor is a joint key holder with the Licensee of the Room, Apartment, Studio and Building and the Licensor reserves the right for it, or its agents or work personnel, to access the Room, Apartment, Studio, and Building for all purposes in connection with the management and operation of the Building, including without notice (i) in an emergency or (ii) where a breach of any of the provisions of this Licence is suspected.

## **7. Assignment or subletting**

The Licensee agrees not to assign, underlet or otherwise part with possession of the Room or Studio (as applicable) and not to take in any lodgers or otherwise share possession of the Room or Studio (as applicable) with any person. For the avoidance of doubt this prohibition includes children or dependants and other family members provided that the Licensee may have visitors for a maximum of 3 consecutive nights if the Licensee and visitor comply with clause 4.1 of this Licence.

## **8. Repairs and alterations**

8.1 The Licensee agrees:

- 8.1.1 to keep the Room, Apartment, Studio and Building, fixtures and fittings, doors and glass in the windows in good repair and condition at all times;
- 8.1.2 to keep the contents as listed in the attached inventory (the "Contents") in at least as good repair and condition as they are found at the start of the Licence Period (fair wear and tear excluded);
- 8.1.3 to make good all damage and undue wear and tear to the Room, Apartment or Studio and the Contents and to keep the Room and Apartment or Studio in a clean and tidy condition and to comply with the Licensor's policy relating to bedbugs (a copy of which can be inspected at the on-site management reception) failing which the Licensor may, by not less than 24 hours' written notice at its reasonable discretion, instruct workmen and/or cleaners (as appropriate) to enter and repair and/or clean the Room and the Apartment or Studio (as applicable), the cost (which includes the Licensor's administration costs) of which will be payable by the Licensee on written demand from the Licensor;
- 8.1.4 not to damage any part or parts of the Building and to keep all communal parts of the Building clean and tidy and free from rubbish and in the event of default to pay to the Licensor on demand all costs properly and reasonably incurred by the Licensor (including all administration costs) in making good any damage or loss or costs incurred by the Licensor for cleaning or clearing and for the avoidance of doubt this obligation extends to default by the Licensee, their visitors and/or family;
- 8.1.5 that the Licensor is not responsible for any loss or damage to personal belongings within the Room, Apartment, Studio or Building and acknowledges that the Licensor has no responsibility to the Licensee for any such items (save insofar as any such loss or damage is caused by the Licensor's negligent acts) and that it has advised the Licensee to take out its own insurance;
- 8.1.6 not to make any alterations or add any fixtures or fittings to the Room, Apartment, Studio or Building and not to remove any of the Contents;

- 8.1.7 to dispose of all refuse in accordance with the requirements of the Licensor as shall be notified from time to time to the Licensee and not to allow rubbish to build up in the Room, Apartment, Studio or Building;
- 8.1.8 to allow the Licensor and its authorised agents and workmen to enter the Room, Apartment or Studio upon not less than 24 hours' written notice or at any time in an emergency;
- 8.1.9 to allow the Licensor and its authorised agents and workmen to enter the Room, Apartment or Studio:
- (a) to inspect the condition at least once in every calendar month on the days advised to the Licensee prior to the date of this Licence
- (b) to carry out work for which the Licensee is liable pursuant to clause 8.1.3 but has failed to carry out or to remedy work that the Licensee has carried out without consent
- (c) to repair clean or alter the Room, Apartment or Studio whether the Licensor is legally liable to carry out such work or not
- 8.2 The Licensee shall promptly replace and pay for all broken glass in the Room, Apartment, Studio or Building where the Licensee or the Licensee's family or visitors cause the breakage
- 8.3 The Licensee shall not cause any blockage to the drains, gutters and pipes at the Room, Apartment, Studio or Building but this requirement does not require the Licensee to carry out any works or repairs for which the Licensor is liable under this Licence.

## **9. Payments**

- 9.1 The Licensee agrees to pay to the Licensor on demand:
- 9.1.1 €25 on each and every occasion when any payment by bank transfer or by credit or debit card does not reach the Licensor on the specified date for payment
- 9.1.2 €25 on each and every occasion that the Licensor properly and reasonably writes to the Licensee in relation to any breach of the terms of this Licence
- 9.2 Not to make any payments to the Licensor in cash.

## **10. Expiry of the Licence**

- 10.1 On the expiry of this Licence (howsoever determined) the Licensee shall return the Room, Apartment or Studio in good repair and condition free from damage and clean and the Contents to the Licensor in the condition required by this Licence and further to deliver up the keys and access card/fob to the Licensor and to remove all personal effects and belongings from the Room, Apartment, Studio or Building, making good any damage caused by such removal, by no later than 12 noon on the relevant Termination Date (provided that if a key or access card/fob is not returned by that deadline then the charges referred to in clause 4.2.15 will apply.)
- 10.2 The Licensee shall remove all personal possessions from the Room, Apartment, Studio or Building in advance of the Termination Date. If any of the Licensee's personal possessions are left in the Room, Apartment, Studio or Building or if their bicycle is left in the designated bicycle area after the Licence has ended the Licensee will be responsible for meeting all reasonable removal and storage costs. The Licensor will remove and store the possessions and any bicycle for such period as is reasonable in the circumstances. The Licensor will take reasonable steps to notify the Licensee at the last known address. If the items are not collected within such period as is reasonable in the circumstances or, in any event, within one month of the Termination

Date, the Licensor may dispose of the items and the Licensee will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds. If there are any costs remaining they will remain the Licensee's liability.

- 10.3 The Licensor has the right to recover possession of the Room, Studio or Apartment if:
- a) the Licence Period has expired;
  - b) the Licensor has given two months' notice to the Licensee of the Licensor's intention to recover possession of the Room or Studio (as applicable); and
  - c) at least 6 months have passed since the date of this Licence.
- 10.4 The Licensee shall provide the Licensor with a forwarding address once the Licence has come to an end.

### **11. Confirmation of identity**

- 11.1 Within 5 business days of the Licensee taking occupation of the Room or Studio (as applicable) the Licensee must provide to the Licensor or such person nominated by the Licensor and notified to the Licensee: (a) either (i) a letter from their University confirming that they are a student in full time education and the name, start and end dates of their course; or (ii) a valid and current student identity card with a start and an expiry date; and (b) a form of photo identification being either a student identity card referred to in paragraph (a)(ii) above provided it contains a photo or a current passport or driving licence.

### **12. Costs**

The Licensee shall pay the costs and expenses of the Licensor including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Licence Period) in connection with or in contemplation of the enforcement of the Licensee's obligations of this Licence, including (but without limitation to) failing to pay the Licensor on demand for:

- 12.1 any Licence Fees;
- 12.2 any cleaning required by the Licensor under this Licence;
- 12.3 any damage to the Room or Apartment or Studio or the Building or the Contents and including (but without limitation):
- 12.4 the professional fees incurred by the Licensor for pre-action correspondence in the sum of €70.00 (not inclusive of costs and VAT);
- 12.5 the professional fees incurred by the Licensor for the issue of any claim notice in the sum of €500.00 (not inclusive of costs and VAT);
- 12.6 such other professional fees (plus VAT and outlay) incurred by the Licensor in connection with or in contemplation of the enforcement of Licensee's obligations of this Licence; and
- 12.7 such other costs as are reasonable in the circumstances particularly where there has been protracted pre-action correspondence.

### **13. Default by the Licensee**

- 13.1 The Licensor reserves the right to take possession of the Room or Studio if:
- (a) the Licence Fees or any part of it is unpaid for fourteen days after it is due whether formally demanded or not;

- (b) there is a breach of any of the Licensee's obligations under this Licence which has not been remedied within 7 days of the Licensee receiving notice of such breach;
- (c) the Licensee is declared bankrupt under the Bankruptcy Act 1988; or (d) the Licensee's status as an enrolled student of a university shall terminate or be suspended for any reason whatsoever.
- 13.2 If the Licensor re-enters the Room or Studio pursuant to this clause 13 then the Licence shall immediately end. The Licensor reserves its rights in respect of any antecedent breach of the terms of this Licence by the Licensee will shall remain in force after the termination of this Licence.
- 13.3 If the Licensee breaches this Licence or fails to fulfil any of its obligations under this Licence, the Licensee shall pay any reasonable costs properly incurred by the Licensor in remedying such breaches or in connection with the enforcement of those obligations.

#### **14. Right of Revocation**

The Licensor shall be at liberty at any time to terminate this Licence on giving to the Licensee not less than three calendar months' notice in writing whereupon the Licensee shall vacate the Room, Apartment, Studio, Building and this Licence to Reside shall determine and be at an end and of no further force or effect but without prejudice to any claim by either party against the other in respect of any antecedent breach of any condition herein contained.

#### **15. Surrender**

- 15.1 If the Licensee terminates or surrenders this Licence to Reside before the expiry of the Licence Period then the Licensee shall pay to the Licensor the sum of €100 on the day the licence is surrendered as a contribution towards the Licensor's administration costs together with any outstanding Licence Fee payable by the Licensee up to the date of termination or surrender.
- 15.2 The Licensor will not be under any obligation to return monies paid in advance by the Licensee for the Licence Period in the event that clause 15.1 applies; however, the Licensor will use reasonable efforts to re-licence the relevant accommodation during the then current Licence Period. If the Licensor is able to source a replacement licensee and actually arranges for the Room, Studio or Apartment to be re-let, as applicable, for the remainder of the Licence Period, the Licensor shall refund to the Licensee the monies actually paid in advance for the remainder of the Licence Period following the termination or surrender, less the fees for any period during which the accommodation was not licensed, and the reasonable administration costs of the Licensor and/or Residence Manager.

#### **16. Data Protection**

- 16.1 The parties hereto shall comply with their respective obligations under the Data Protection Acts 1988, 2003 and 2018 including any amendments thereto and all regulations and orders made thereunder, ("the Data Protection Acts"), and the General Data Protection Regulation, Regulation (EU) 2016/679, including all regulations and orders implementing provisions of the Regulation in Irish law ("the GDPR").

16.2 The parties agree to be bound by the Data Protection Policy Statement set out below as amended and updated from time to time by the Licensor in compliance with the Data Protection Acts and the GDPR.

## **17. Notices**

17.1 Any notice to the Licensor sent under or in connection with this Licence shall be deemed to have been properly served if:

- (a) sent by pre-paid post to the Licensor's address at the Building or any alternative address notified in writing by the Licensor to the Licensee; or
- (b) left at the Licensor's address as detailed above at clause 17.1(a)

17.2 Any notice to the Licensee sent under or in connection with this Licence shall be deemed to have been properly served if:

- (a) sent by pre-paid post to the Licensee's address at the Building or any alternative address notified in writing by the Licensor to the Licensee; or
- (b) left at the Licensor's address as detailed above at clause 17.1(a); or
- (c) during the currency of the Licence shall be valid if delivered to the Room, Apartment or Studio

17.3 If notice is given in accordance with this Licence it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by first class post on the second working day after posting.

17.4 The Licensor may without further authorisation from the Licensee send copies of any letters or other written communication from the Licensor to the Licensee's parents, guardian or the Guarantor.

## **18. Severability**

If any term or provision in this Licence is held to be illegal or unenforceable in whole or in part such term shall be deemed not to form part of this Licence but the enforceability of the remainder of this Licence shall be unaffected.

## **19. Termination**

19.1 In the event it becomes illegal or a breach of any regulation, statute, or ruling of a local authority for the Licensor to continue to allow the Licensee to reside in the Room or Studio, the Licensor shall have the right to terminate this Licence on 7 days' notice.

19.2 The Licensor also has the right to immediately terminate this Licence with immediate effect in the event it is impossible for the Building to be licensed or occupied.

19.3 In the event that the Licensor is not in a position to proceed with the Licence to Reside on or before 29<sup>th</sup> of August 2020 due to any event, cause or circumstance beyond the Licensor's reasonable control (for example, due to government order or construction delays related to an epidemic or pandemic), then the Licensor may (i) give notice of termination of the Licence to Reside to the Licensee or (ii) subject to the agreement of the Licensee, the parties may agree to defer commencement of the Licence Period.

19.4 In the event that the Licensee is not in a position to proceed with the Licence to Reside on or before 29<sup>th</sup> of August 2020 due to (i) a travel ban being in effect at the start date as set out in Part 1 which prevents the Licensee from being able to travel to the Building, or (ii) the third level

education centre at which the Licensee is enrolled is closed and/or not open to the public as a result of government order, then the Licensee may (a) give notice of termination of the Licence to Reside to the Licensor by providing at least 7 days' notice in advance of the start date as set out in Part 1 or (b) subject to the written agreement of the Licensor, the parties may agree to defer commencement of the Licence Period.

19.5 In the event that the Licence to Reside is terminated in accordance with clause 19.3, the Licensor shall return all monies paid by the Licensee (other than the Booking Fee, which is non-refundable) within [7 days] of termination.

19.6 In the event that the Licence to Reside is terminated in accordance with clause 19.4, clause 15 (Surrender) will apply.

## **20. Exclusion of Liability**

Neither the Licensor nor the Residence Manager shall have any liability to the Licensee for any costs or expenses incurred by the Licensee if the Licence to Reside is terminated in accordance with clause 19.3 or clause 19.4.

## **21. Governing Law**

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be covered by and construed in accordance with the law of Ireland. The parties hereby irrevocably submit to exclusive jurisdiction of the Courts of Ireland.

This Licence has been entered into on the date stated in Part 1 – Summary of Core Terms.

## **21. Guarantee**

The Licensor shall be entitled to claim and recoup any sum due and payable by the Licensee to the Licensor from the Parent or Guarantor in circumstances where the relevant sums have not been paid by the Licensee within 10 days of a written demand. The Parent or Guarantor shall remain jointly and severally liable with the Licensee in respect of its obligations under this Licence and shall indemnify the Licensor in respect of all loss, damage, expenses and costs which are incurred by the Licensor by reason of any breach, non-observance or non-performance by the Licensee of any of the terms and conditions of the Licence

## **22. Force Majeure**

22.1 Licensor shall not be in breach of the Licence to Reside, liable for delay in performing, or failure to perform, any of its obligations under the Licence to Reside, or liable for the consequences of any delay, if such delay is due to any event, cause or circumstance beyond its reasonable control, provided that it notifies the Licensee of such an event and its expected duration. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

22.2 If and when the period of delay exceeds 30 consecutive days, then either party shall have the option of terminating the Licence to Reside on written notice to the other party. If the Licensee terminates the Licence to Reside in accordance with this clause 22.2, clause 15 (Surrender) will apply.

**BEFORE SIGNING THIS LICENCE THE LICENSEE SHOULD READ THE FOLLOWING NOTES:**

This Licence is a legally binding document. Signing it means that the Licensee has read, understands and agrees to be bound by its terms. The Licensee should therefore satisfy himself/herself that this is indeed the case before signing. The Licensee should be aware that he/she will be bound for the whole of the Licence Period (as defined above) and will not be released from his/her obligations until the Licence Period expires. If the Licensee does not understand anything in this Licence, then it is strongly suggested that he/she asks for an explanation before signing it. The Licensee may consider consulting a Solicitor, Citizens Information or Threshold.

Sample Document