

LICENCE TO RESIDE

BETWEEN

West Issuer Designated Activity Company whose registered office is at 32 Molesworth Street, Dublin 2, registered company number 632721

("Licensor") with Fresh Property Group Ireland Limited whose registered office is at One Spencer Dock North Wall Quay Dublin 1 ("Residence Management") and

#ApplicantName# of the second part ("You").

IT IS AGREED AS FOLLOWS:

DEFINITIONS

"Communal Areas"	means all stairs, corridors, landings, gardens, balconies, grounds, social spaces entrance halls, laundrettes, gym and reception areas and other communal areas within the Residence;
"Deposit"	means the Deposit referred to in this Agreement;
"Law"	means every Act of the Oireachtas, law of the European Union and every instrument, directive, regulation, requirement, action and bye law made by any government department, competent authority, officer or court which now or may hereafter have force of law in Ireland;
"Licence Fee"	the sum of €#TotalRent# payable in advance in 2 instalments: #Charges#
"Period of Residence"	Shall be the period commencing on the #TenancyStartDate# and expiring on #TenancyEndDate#;
"Residence"	Means Blackhall Place 9-13 Blackhall Place Dublin 7 within which the Room is located;
"Residence Management"	means Fresh Property Group employees and contractors
"Residence Regulations"	means the regulations governing the Residence which are set out in the Student Handbook for the Residence and available in the reception area of a Residence;
"Room"	The room allocated to You and where applicable the ensuite bathroom serving the Room;

2. ACCEPTING THIS AGREEMENT

2.1 This Agreement is a licence and not a tenancy. This means You have a right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that the Licensor has the right to:

2.1.1 Enter the Room at any time for any reason as referred to in this Agreement;

2.1.2 Require You to move to a different room as referred to in this Agreement; and

2.1.3 Where your Room is of a shared type the Licensor requires You to share it with another person.

2.2 By accepting this Agreement You are entering into a legally binding contract with the Licensor, which for the Period of Residence and subject to the terms of this Agreement, gives You the right to live in the Room and to use the Communal Areas. However, if You breach any of the terms of this Agreement the Licensor shall be entitled to take action against You.

2.3 If You are under the age of 18 years by accepting this Agreement you and your parents or guardians acknowledge and accept that You will most likely be sharing accommodation with students over the age of 18 years.

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

3. ENQUIRIES

If there is anything You do not understand about this Agreement or your accommodation or if You have any other queries please contact Residence Management.

4. DEPOSIT

4.1 In order to secure booking of the Room You have paid the Residence Management the Deposit in the sum of €300.

4.2 Once the Period of Residence starts the Deposit is held by Residence Management as a security deposit to act as credit against any Licence Fee arrears, bills owing or damage beyond normal wear and tear at the end of the Period of Residence or its earlier termination and the Licensor is entitled to apply the deposit against these items.

5. THE LICENSOR'S RESPONSIBILITIES

5.1 The Licensor will use its reasonable endeavours to:

5.1.1 Maintain the structure of the Residence and keep the Residence and the Communal Areas clean, tidy, in reasonable repair and fit for use;

5.1.2 To ensure that an adequate supply of utilities including water, heating, hot water and wireless internet are provided in the Residence, and should supply be lost to reinstate as soon as possible; and

5.1.3 To ensure that the laundrette facilities are available and in good working repair.

5.2 The Licensor will not be liable for any failure to provide services where such failure is beyond its reasonable control (such as mechanical breakdown, third party actions and labour disputes); and

5.3 During the Period of Residence the Licensor shall insure the Residence where the Room is located against fire and other risks which the Licensor considers necessary.

6. YOUR RESPONSIBILITIES

6.1 Licence Fee

6.1.1 You must pay the Licence Fee and associated charges in full on the due dates in accordance with the terms and conditions of this Agreement and as specified in the Student Handbook.

6.1.2 Your obligation to pay the Licence Fee applies whether or not You move into the Room and irrespective of your course dates.

6.1.3 The Licensor reserves the right to charge You a reasonable fee to cover its administrative expenses should it have to pursue You for payment.

6.2 Use of the Room

6.2.1 You may only use the Room as a temporary residence for your personal use and unless specifically authorised by the Licensor not to share possession of the Room or any part thereof with any person or to permit the Room to be occupied by any person other than those authorised during the Period of Residence.

6.2.2 You must maintain the status of a registered student with the Licensor for the whole of the Period of Residence.

6.2.3 You are responsible for the behaviour of any visitor (including any family member) and You must ensure they comply with the terms of this Agreement and the Residences Guest Policy. If they do not You will be held liable. You are not permitted to have guests staying overnight unless You have received approval under the Residences Guest Policy and You must ensure that your Guest complies with the terms and conditions of the Policy.

6.2.4 The Licensor may remove or exclude any visitors (including family members) from the Room.

6.2.5 You must check out of the Room at the end of the Period of Residence or earlier termination of this Agreement (where relevant) and return the keys (where applicable) to Residence Management. If You fail to do so you will be liable to pay a fee to the Licensor.

6.3 Respect For Others

6.3.1 You agree to show respect, at all times, for all persons living or working in the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them.

6.3.2 You must not use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person.

6.3.3 You must not bring into the Room or any part of the Residence any weapons, illegal items or items which the Licensor considers offensive or dangerous (which may include replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons) or allow the Room to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.

6.3.4 You must not engage in any form of anti-social or reckless behaviour in the Room or any part of the Communal Areas and shall indemnify the Licensor against any claims made by any agent or employee of the Licensor or visitor arising out of any breach of the permitted use of the Room.

6.3.5 You must not hold parties in the Room or in or on any part of the Residence save with the express permission of the Residence Management.

6.3.6 You must keep noise at a level that does not interfere with the study, sleep or comfort of persons living or working in the Residence and not to play musical instruments or radios, televisions or other sound-producing apparatus in such a manner as to cause distraction or nuisance to other occupiers of the Residence and in particular between the hours of 11.30 p.m. and 7.30 am or such other times as the Licensor notifies.

6.3.7 You must not keep a dog, cat, reptile, insect, pet, fish or other animal at the Room or the Residence save for a registered Assistance dog as provided for in the next paragraph.

6.3.8 Students with a disability or a certified condition may keep a registered assistance dog or a registered emotional support dog with them at the Room and the Residence where the need for the dog has been certified by a registered recognised medical professional. The student will be responsible for the care of the dog and must ensure that the dog is controlled at all times and does not cause a nuisance to other occupiers of the Residence and other persons in the Residence at any time.

6.4 Repairs, Maintenance and Alterations

6.4.1 You must keep the Room in a clean and tidy condition at all times.

6.4.2 You must not build up rubbish in the Room

6.4.3 You shall only put rubbish in the bins provided by the Residence Management. You must segregate rubbish and place recycled rubbish in designated recycling bin areas.

6.4.4 You must leave the Room in the same condition at the end of your Period of Residence as when You found it at the beginning (fair wear and tear excluded).

6.4.5 You must not make any alterations to the Room (including fitting any aerial or satellite dish) or make any alterations whatsoever in the internal arrangements or external appearance of the Room.

6.4.6 You must not remove, alter or damage any furniture, equipment, windows, locks or curtains in the Room.

6.4.7 You must not drill any holes or to affix any nails, tacks, screws, drawing-pins in the windows, doors, woodwork walls, floors or ceiling of the Room. Items may be attached to the notice board in the Room with pins, blu tack and sellotape.

6.4.8 You must not hang any flags, banners, clothes or other items from the windows or the outside of the Room.

6.4.9 You must report all maintenance and repair issues to Residence Management as soon as You become aware of them.

6.5 Safety and Security

6.5.1 It is your responsibility to help ensure that the Room and the Residence are safe and secure to live in.

6.5.2 You must not smoke or vape in the Room or any part of the Residence.

6.5.3 You must not bring any cooking equipment into the Room or the Residence that will be used in such a way as to cause a hazard.

6.5.4 You must not overload electrical sockets or use unsafe electrical equipment.

6.5.5 You agree to respond to all fire alarms and comply with all fire regulations and evacuation procedures.

6.5.6 You must not obstruct the Communal Areas or any parts of the Residence including fire escapes routes. For the avoidance of doubt no items may be left outside the Room and bicycles are not permitted within Residences.

6.5.7 You must not tamper with any fire equipment or fire doors which are designed to reduce the spread of fire and to help prevent injury or death.

6.5.8 You must not part with the possession of any keys or security cards provided by the Licensor for the Room and You must report any loss immediately to Residence Management.

6.5.9 You must leave your Room and the Residence secure at all times and you must not prop open or block locks on the door to your Room or the Residence. You must not do anything which may increase the Licensor insurance premium for the Room or the Residence.

6.5.10 You must not store or keep or permit to be kept in the Room or in any part of the Residence any dangerous, combustible or unlawful substances or materials whatsoever and to report immediately the presence of such substances or materials. You agree to comply with the Residence Regulations.

6.5.11 You acknowledge and agree to comply with all the Licensor policies and guidelines including its policies on rent arrears and anti-social behaviour.

6.5.12 While the Licensor shall be responsible for the provision of security at the Residence as a whole neither the Licensor nor Residence Management shall be responsible for the security of the Room or apartment where the Room is located in an apartment. Responsibility for security of the Room rests with You and You shall report all security incidents to Residence Management.

6.6 You must abide by the provisions of the Student Handbook, the Arrears Policy and the Policy on Anti-Social Behaviour, which have been provided to you with this Agreement and which you acknowledge and confirm their contents by entering into this Agreement.

7. THE LICENSOR'S RIGHTS

7.1 Relocation

The Licensor reserves the right to move You to similar accommodation in any circumstances on giving You at least 7 days notice and You acknowledge that You do not have a right of exclusive possession of the Room.

7.2 Alterations and Building Works

The Licensor has the right to carry out any building works, decoration, refurbishment, repairs, alterations or any other works as required to the Room and in any part of the Residence.

7.3 Removal and Disposal of Items

7.3.1 Residence Management may remove from the Room or the Residence any items which it considers offensive, dangerous and/or which may cause a fire hazard. You will not be entitled to take any such items back into the Room or the Residence and Residence Management may dispose of any such items.

7.3.2 Residence Management may dispose of any items left in the Room or the Residence at the end of your Period of Residence.

7.4 Access

7.4.1 Upon giving You at least 24 hours notice the Licensor, Residence Management or its agents or work personnel may enter the Room and examine the state of repair and condition of it and may carry out repairs or renovations to the Room or any adjoining premises.

7.4.2 The Licensor and/or Residence Management may enter the Room without notice in an emergency situation or where a breach of discipline is suspected under the provisions of this Licence Agreement or under the provisions of the Student Code.

7.4.3 The Residence Management on behalf of the Licensor is a joint key holder of the Room with You.

8. YOUR RIGHTS

Occupation

The Licensor grants You:

8.1 The right to occupy the Room;

8.2 The non-exclusive use of the shared kitchen/living area and bathroom areas serving the Room; and

8.3 Non exclusive use of the Communal Areas.

9. BREACH OF AGREEMENT

Payment for Loss or Damage

You must pay for all loss and damage suffered by the Licensor as a result of any breach of this Agreement by You or any of your visitors (including family members). This includes but is not limited to additional cleaning costs, replacement keys, repairing or replacing fixtures, fittings or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and income lost by the Licensor by your failure to vacate the Room when You should have.

10. SANCTIONS

If you or any of your visitors (including a family member) breach any of the terms of this Agreement then action may be taken against You as follows:

10.1 Residence Management

Residence Management will investigate the alleged breach and may invite You to discuss the circumstances of the alleged breach with them. Arising out of this Residence Management may:

10.1.1 Take no action;

10.1.2 Reprimand You and may also give You a written warning; or

10.1.3 Refer the matter for disciplinary action.

11. **TERMINATION RIGHTS**

11.1 **Your Rights**

11.1.1 Should You cancel your booking within 24 hours You will be refunded your Deposit in full.

11.1.2 Should You cancel your booking after 24 hours but prior to the commencement of your Period of Residence You will be refunded your Deposit less an administrative fee of €50.

11.1.3 Should You terminate this Agreement within 7 days of the commencement of your Period of Residence You will be refunded 50% of your Deposit This refund is subject to your Room not being damaged, being left in a clean and tidy condition and there being no fines levied in connection with this Agreement.

11.1.4 Should you terminate this Agreement 7 days or more after the commencement of your Period of Residence and before the end of your Period of Residence You will be refunded 25% of your Deposit. This refund is subject to your Room not being damaged, being left in a clean and tidy condition and there being no fines levied in connection with this Agreement.

11.1.5 If this agreement terminates at the end of your selected Period of Residence you will be refunded 100% of your Deposit. This refund is subject to your Room not being damaged, being left in a clean and tidy condition and there being no fines levied in connection with this Agreement.

11.1.6 Refund of your Deposit is subject to payment of the Licence Fee and associated charges being up to date. The Licensor shall be entitled to use your Deposit as credit against any costs it incurs for cleaning, repair and replacement of damaged items and against settlement of any monies owed by You to the Licensor.

11.1.7 You must submit a cancellation form to Residence Management if You wish to terminate the Licence Agreement prior to the end of the Period of Residence.

11.1.8 Should this Agreement be terminated by You during your period of Residence You will still be liable to pay the Licence Fee in full for the whole of the Period of Residence. The Licensor will use its reasonable endeavours to re-licence the Room and in the event that the Licensor is able to re-licence the Room You will be entitled to receive credit for the balance of the Licence Fee (less your Deposit as referred to in this clause) paid by You in advance which corresponds to the Period in which the Room is re licenced.

11.2 **THE LICENSOR's Rights**

The Licensor may terminate this Agreement in any of the following circumstances:

11.2.1 You have failed to take up occupation of the Room.

11.2.2 You have failed to pay the Licence Fee and associated charges on the due dates.

11.2.3 You have committed a serious breach of this Agreement or have persistently breached the terms and condition of this Agreement and the Licensor has followed the procedures followed in the Student Handbook. You have been convicted of a criminal offence which the Licensor regards as serious.

11.2.4 You have supplied information to the Licensor in connection with your application for a Room which is false or misleading or have failed to supply information to the Licensor which it considers relevant.

11.2.5 Your Room is not habitable due to events beyond the Licensor's control (such as fire or damage) and the Licensor does not have alternative accommodation for you to occupy.

11.2.6 The Licensor considers it necessary to move You from the Room for your protection or the protection of others.

In the event that the Licensor terminates this Agreement 11.2.1 to 6 above, You will not be entitled to apply for student accommodation in the future without the consent of the Licensor which it may withhold at its sole discretion.

WITHHOLDING OF AWARD

The Licensor reserves the right to withhold the conferring of any degree or award until full payment is made to the Licensor of the Licence Fee, fines and any other monies owing to the Licensor under this Agreement.

12. COMPLAINTS

If you are unhappy with any decision the Licensor and/or Residence Management had made or You feel that it has failed to fulfil its obligations to You in connection with this Agreement You should in the first instance raise your concerns with Residence Management. If you feel You have not resolved the matter then You should bring a Complaint under the Residence Complaints Procedure.

13. GENERAL

13.1 Entire Agreement

This Agreement shall constitute the whole of the terms agreed between the Parties in respect of the subject matter of this Agreement provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

13.2 Severability

If any provision of this Agreement is held to be illegal or unenforceable then the remainder of the Agreement shall be unaffected.

13.3 Waiver

Unless otherwise agreed in writing, no failure by either party to exercise any right or remedy available to it nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

13.4 Force Majeure

Neither party shall be liable for any delay or failure to carry out its obligations under this agreement caused by force majeure provided that it promptly gives written notice of the occurrence of the force majeure relied on to the other party and it uses all reasonable endeavours to remove or avoid the effect of such force majeure as promptly as practicable. If any force majeure is relied on for longer than 60 days by either party under this clause the other shall be entitled to terminate this Agreement forthwith on written notice.

13.5 Communications and Notices

All communications and notices relating to this Licence Agreement will be sent to your Residence Management email address.

13.6 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Ireland. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

Signed by the Licensor

In the presence of:

Director duly authorised

(witness signature)

(witness name)

(witness address)

(witness address)

Signed by You

In the presence of:

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(witness signature)

(witness name)

(witness address)

SAMPLE