

# HATTINGTON STUDENT HOUSING LIMITED

## TERMS OF RESIDENCE (“TERMS”)

**Important: please read these Terms of Residence carefully. By booking a stay at our Residence (defined below) or using all or any part of our Residence you accept and agree to be bound by all of these Terms. These Terms contain important information about your legal rights and obligations.**

*Last revised: 7 May 2019*

### 1. WHO WE ARE

We are Hattington Student Housing Limited, having its principal office at 22-23 Old Burlington Street, 4th Floor, London W1S 2JJ United Kingdom (“**we**”, “**us**”, or “**our**”). We operate a residence at Highlight Student Living, Thomas Street, Dublin 8 (“**Residence**”).

### 2. YOUR AGREEMENT WITH US

The “**Agreement**” between us and you (“**you**”) consists of these Terms, our Privacy Policy located at [www.hattington.com](http://www.hattington.com) and any other supplemental terms, policies and guidelines that we may publish at the Residence or on our website [www.hattington.com](http://www.hattington.com) from time to time.

### 3. ACCEPTING THESE TERMS

3.1 You have a right to occupy the room at the Residence that is allocated to you (“**Room**”) for your stay but you do not have exclusive possession of the Room. This means that we have the right to:

3.1.1 Enter the Room at any time for any reason as referred to in these Terms;

3.1.2 Require you to move to a different room as referred to in these Terms; and

3.1.3 Where your Room is of a shared type we require you to share it with another person.

3.2 By booking a stay at the Residence you are entering into a legally binding contract with us for your stay and are subject to these Terms. If you breach any of these Terms we shall be entitled to take action against you.

### 4. ENQUIRIES

If there is anything you do not understand about these Terms or your accommodation or if you have any other queries please contact a member of our accommodation team at [info@hattington.com](mailto:info@hattington.com)

## **5. OUR RESPONSIBILITIES**

- 5.1 We will use our 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 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 Ensure that the laundrette facilities are available and in good working repair.
- 5.2 We will not be liable for any failure to provide services where such failure is beyond our reasonable control (such as mechanical breakdown, third party actions and labour disputes); and
- 5.3 During your stay, we shall insure the area where the Room is located against fire and other risks which we consider necessary.

## **6. YOUR RESPONSIBILITIES**

### **6.1 Use of the Room**

- 6.1.1 You may only use the Room for the duration of your stay and you must check-out of the Room at the end of your stay and return the keys (where applicable) to a member of our accommodation team. If you fail to do so you will be liable to pay a late checkout fee or lost keys fee or other charges to us.

### **6.2 Respect For Others**

- 6.2.1 You agree to show respect, at all times, for all persons living, working or staying in the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them.
- 6.2.2 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.
- 6.2.3 You must not bring into the Room or any part of the Residence any weapons, illegal items or items which we consider 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.
- 6.2.4 You must not engage in any form of anti-social or reckless behaviour in the Room or any part of the communal areas, and you shall indemnify

us against any claims made by any agent or any of our employees or visitor arising out of any breach of the permitted use of the Room.

6.2.5 You must keep noise at a level that does not interfere with the sleep or comfort of persons living, working or staying in the Residence and not to carry on 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 we notify you.

6.2.6 No animals, save for a registered assistance dog shall be permitted into the Residence and in the Room. You 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.

### **6.3 Repairs, Maintenance and Alterations**

6.3.1 You must keep the Room in a clean and tidy condition at all times and leave the Room in the same condition at the end of your stay as when you found it at the beginning (fair wear and tear excluded).

6.3.2 You shall ensure that any rubbish, waste or refuse is deposited in the receptacles provided for such purpose in the Residence.

6.3.3 You must promptly report all maintenance and repair issues to the accommodation team as soon as you become aware of them.

6.3.4 You shall pay on demand the costs properly incurred by us (together with any VAT thereon) in making good any damage to the Room and/or the Residence and/or in replacing any fixtures or fittings therein which arises by reason of any act or default by you or those for whom you are responsible or any failure by you or those for whom you are responsible to observe and comply with your obligations under these Terms.

### **6.4 Safety and Security**

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

6.4.2 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.

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

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

6.4.5 You must not obstruct the communal areas or any parts of the Residence including fire escapes routes.

6.4.6 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.

- 6.4.7 In the event that you or someone for whom you are responsible sets off or causes the fire alarm(s) within the Residence to be set off without due cause resulting in the attendance of the emergency services (or any of them) or the evacuation of the Residence or any part of it, to pay us on demand any costs incurred by us as a result (including any costs charged to us by the emergency services).
- 6.4.8 You must not part with the possession of any keys or security cards provided by us for the Room and you must report any loss immediately to the accommodation team.
- 6.4.9 You must not do anything which may increase our insurance premium for the Room or the Residence.
- 6.4.10 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.
- 6.4.11 You acknowledge and agree to comply with all our policies and guidelines.
- 6.4.12 While we shall be responsible for the provision of security at the Residence, responsibility for security of the Room rests with you and you shall report all security incidents to a member of our accommodation team.

## **7. OUR RIGHTS**

### **7.1 Relocation**

We reserve the right to move you to similar accommodation in any circumstances on giving you at least seven (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**

We have 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**

Any items considered to be offensive, dangerous and/or which may cause a fire hazard will be removed and may be disposed of by a member of our accommodation team. Any items left in the Room at the end of your stay may be disposed of.

### **7.4 Access**

7.4.1 Upon giving you at least twenty-four (24) hours' notice, we, the accommodation team 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 We and/or the accommodation team may enter the Room without notice in an emergency situation.

7.4.3 The accommodation team on our behalf is a joint key holder of the Room with you.

## **8. YOUR RIGHTS**

### **Occupation**

We grant you:

8.1 The non-exclusive 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 us as a result of any breach of these Terms by you or any of your guests (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 us by your failure to vacate the Room when you should have.

## **10. TERMINATION RIGHTS**

### **10.1 Your Rights**

10.1.1 Should you cancel your booking at any time before or during your stay, you will forfeit any payments made pursuant to these Terms.

### **10.2 Our Rights**

We may terminate these Terms in any of the following circumstances:

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

10.2.2 You have committed a serious breach of these Terms or have persistently breached these Terms or you have been convicted of a criminal offence which we regard as serious.

10.2.3 You have supplied information to us which is false or misleading or have failed to supply information to us which we consider relevant.

10.2.4 Your Room is not habitable due to events beyond our control (such as fire or damage) and we do not have alternative accommodation for you to occupy.

## 11. **COMPLAINTS**

If you are unhappy with any decision by us or you feel that we have failed to fulfil our obligations to you in connection with these Terms, you should in the first instance raise your concerns with a member of the accommodation team. If you feel you have not resolved the matter then you should bring a complaint under our complaints procedure.

## 12. **GENERAL**

### 12.1 **Entire Agreement**

These Terms shall constitute the whole of the terms agreed between us and you in respect of the subject matter of these Terms provided that nothing in this clause shall limit our liability for personal injury or fraudulent misrepresentation.

### 12.2 **Severability**

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

### 12.3 **Waiver**

Unless otherwise agreed in writing, no failure by us or you to exercise any right or remedy available 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.

### 12.4 **Force Majeure**

Neither we nor you shall be liable for any delay or failure to carry out our obligations under these Terms caused by force majeure.

### 12.5 **Communications and Notices**

All communications and notices relating to these Terms will be sent to the email address provided for at the time of booking.

### 12.6 **Governing Law and Jurisdiction**

These Terms shall be governed and construed in accordance with the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction.