

Buckley Hall License to Reside General Conditions

These General Conditions are to be read in conjunction with the License to Reside, and in the event of conflict, the License to Reside shall prevail. These General Conditions are drawn in the interest of the proper and efficient management of The Residence and may be amended from time to time by the LICENSOR and published on the LICENSOR's website and the LICENSEE agrees to be bound by those terms as amended from time to time. Words in these conditions have the same meaning as in the License to Reside.

During the summer months from June to August in each year. The Licensor provides short term holiday accommodation only and references to "student" occupying during this period below shall mean Licensee.

1 No Assignment

A License to Reside is personal to the LICENSEE and may not be assigned, sub-licensed or otherwise dealt with, in whole or in part, by the LICENSEE without prior consent in writing of the LICENSOR.

The Licensee has the right to assign their bed to another student subject to the Licensor's written consent. Where the Licensee sources a replacement student and assignment of the license is approved an administration fee of €250 (at time of writing) will be charged to process the new License and check in of the new student.

If the Licensee cannot find a replacement student to assign to the Licensor may appoint an agent to advertise and license the room. A fee of €600 (at time of writing) will be charged if the Licensor successfully sources a replacement student.

If no replacement is sourced by the Licensor, no fee will be charged but the Licensee will remain liable for the Licence Fee.

On completion of an assignment the Licensor will refund any advance Licence Fee and Deposit provided the new Licensee has paid same to the Licensor less all proper deductions due under these conditions.

2 Non-exclusive license

The LICENSOR will endeavor to provide the LICENSEE with his or her preferred roommates and gender preferences. This may not always be possible. The LICENSOR will allocate accommodation at its discretion. The LICENSOR reserves the right to move the LICENSEE to another Apartment of equal standard within The Residence in the interests of good management.

3 License to Reside Fee

The Licence Fee is based on total License Period between the Licence Start Date and The Check Out Date. The Licence Fee is payable as per the **Payment Plan**. The **Payment Plan** details the Licence Fee payable per Licence period detailed in the Payment Plan. As Buckley Hall lets short term accommodation per bed, not every period will have the same rent rate amount due to seasonal demand and this results in a stepped Licence Fee payment plan.

The 1st payment is due 1 month in advance of the License to Reside Start Date and thereafter as scheduled in the Payment Plan.

In the event the LICENSEE fails to pay the full amount due by the due date as detailed in the Payment Plan, the LICENSOR may

- Revoke the License to Reside (by writing to the Student Email address set out in the License to Reside), forfeit the Deposit and re-advertise the bed and/or

- Charge an initial administration charge of €200 for late payment of the License to Reside Fee and an ongoing charge of €100 per week for each week that the License to Reside Fee or any part thereof remains outstanding at its discretion, and/or
- Without prejudice to any other right, remedy or power herein contained or otherwise available to the Licensor, if any of the Licence Fees, service charge (whether demanded or not) or other payments due hereunder remain unpaid after the date when payment was due, the Licensor may charge interest on the amount due at the prescribed rate (being the rate per centum per diem chargeable under Section 1080 of the Taxes Consolidation Act 1997 or if the Licensor shall so elect at a rate of 12 per cent per annum) from and including the date on which payment was due to the date of payment to the Licensor (both before and after any Judgement)

4 Payments, Bank and Transaction Charges

The Licence Fee and other charges are payable via Direct Debit monthly. A Direct Debit mandate is included in the signing documents. If the License or Guarantor requests to pay a semester or the total Licence Fee in advance, then a direct debit mandate will not be required. If the Direct Debit fails due to insufficient funds, late payment costs will apply as detailed under Clause 3.

Bank payments via Electronic Transfers between Irish bank accounts have no transaction fees. Therefore payments from and refunds to Irish Bank accounts will have no cost and we recommend payments are made via this method. If payments are through alternate methods such as a payment from or a refund to an international bank or through a card processor such as Stripe or PayPal the Licensee/Guarantor is responsible for the transaction costs, to ensure the Licensor receives the full amount due.

5 Service Fee

The Licensee must also pay a monthly sum on account called the Service Fee to cover the following: Broadband / Domestic Waste / Water Charges / Gas / Electricity / Common Area Cleaning / Maintenance Services / Reception Support.

Gas and Electricity meter readings will be taken at the start of your tenancy and at check out and periodically (normally every 2-3 months) during your stay and onward invoiced to the Licensee.

If the Service Fee is less than the amount of services used the Licensee will be charged the balance. If the Service Fee is more than the amount of services used the Licensor will refund the balance to the Licensee at the end of the License Period.

6 Guarantor Surety

The Surety Payment is paid by the Guarantor and is due 1 month before the Licence Start Date. The Surety Payment is not refundable if the Licensee terminates or defaults on their License Agreement prior to the Checkout Date. If the Licensee stays for the entire term of the License Period and there are no charges overdue, the Licensor may agree that the Surety Payment can be used against the final payments due under the Payment Plan.

7 Deposit

A deposit is to be paid with each booking application. This deposit will secure the Bed and is initially held as a non-refundable Booking Deposit in case of cancellation, regardless of reason.

If there are no beds available, the deposit will be returned within one week of receipt.

After taking occupancy the Booking Deposit is a Security Deposit.

The Deposit will be refunded to the LICENSEE within 4 weeks of the Checkout Date provided that the

terms and conditions of the License to Reside have been complied with in full and the LICENSOR has received all keys, security cards and fobs issued to the LICENSEE. Any outstanding charge for services, outstanding Licence Fee, fines, outstanding administration charges, Inventory costs or any other charges properly applied will be deducted from the deposit.

8 Fixed Term of License.

This is a Fixed Term Tenancy Agreement. You cannot break the tenancy early without Licensor consent unless otherwise provided by statute.

In a Student Accommodation dwelling s. 66(2)(c) of the Residential Tenancies Act 2004 (as amended) allows the Licensee to choose a longer period of notice and by applying for this license, the licensee accepts that this is a fixed term contract and chooses a notice period equivalent to the balance of the term of the license

Between 15th June and 30 August each year the Licensor does not provide student accommodation but it does provide short term holiday accommodation and any letting during this period is Short Term Holiday accommodation.

9 Revocation of License.

Should the LICENSEE commit a serious breach of this agreement the LICENSOR shall be entitled to revoke the License to Reside and the LICENSEE shall vacate The Residence on being given 48 hours' notice in writing, without prejudice to any other rights accruing to the LICENSOR. Where the License to Reside is revoked, all monies paid (including License to Reside Fee and Deposit and Surety Payment) will be forfeit.

10 Cancellation By Licensee

For cancellations or revocations, neither the Deposit, Surety Payment nor the License Fee are refundable, unless the Licensee nominates a replacement licensee who is approved by the Licensor. The Licensor may appoint its agent to license the apartment to others to minimize losses for both the Licensee and the Licensor (see clause 1)

11 Permitted User

The LICENSEE agrees not to use or permit the Apartment to be used otherwise than for student residential purposes.

12 Damages

The LICENSEE is responsible for the condition of the Apartment, and for what happens therein, from the moment they receive their access card until the end of the License Period or earlier Termination Date.

Any damage caused to the Apartment or its contents or to The Residence as a result of the Licensee's act or negligence, recklessness or otherwise is the Licensee's responsibility, and the Licensee is responsible for any repair or replacement costs of same. If the Apartment is shared, the occupants will be jointly liable.

All repair and replacement costs must be paid on receipt of invoice.

13 Defacement of Surfaces

The LICENSEE shall not deface The Residence or the Apartment and shall not drive nails or drawing pins

into nor affix any form of sticky tape to the walls or woodwork, of The Residence or the apartment or otherwise to deface The Residence or the Apartment. The repair cost of any defacement will be deducted from the deposit, or at the discretion of LICENSOR, be payable by the LICENSEE to the LICENSOR on demand.

14 Inventory

The apartment is provided with a standard appropriate inventory which is available on our [webpage here](#). The LICENSEE must notify the LICENSOR within 1 week of the License to Reside Start Date of any missing or damaged inventory by using the Contact Us form on our website. Any Inventory items missing or damaged (beyond fair wear and tear) after that date, will be charged to the LICENSEE.

15 Cleaning/Inspections

The LICENSEE shall keep the interior of The Residence in a clean and hygienic condition, including all fixtures, fittings and installations therein and will not damage same.

The LICENSEE shall keep all drains free from obstruction, including drains for sinks, shower, baths, toilets and to maintain and keep clear allowing for free flow of waste water.

If The Residence and apartment is not maintained by the LICENSEE to a standard of cleanliness acceptable to the LICENSOR, the LICENSOR will arrange, on 48 hours' written notice to the LICENSEE, to have The Residence/or apartment cleaned.

The LICENSEE will pay the LICENSOR for the cost of cleaning (€220 per apartment plus VAT) in these circumstances (or proportional part thereof if the apartment is shared with other students).

The LICENSOR's agents may enter the apartment on 24 hours' NOTICE to inspect the apartment.

All residents are expected to have common areas of the apartment clean and tidy for the arrival of any new residents during the year. Advance notice where possible will be given to existing residents of new arrivals.

16 Security

LICENSEEs should not open the door of their apartment to strangers at any time. All LICENSOR representatives will wear a valid ID badge and identify themselves.

All LICENSEEs must ensure that the main door, balcony door and windows of their apartment are locked when the apartment is unoccupied.

LICENSEEs must provide identification when requested by the LICENSOR's representative.

The LICENSEE shall not under any circumstance part with possession of any keys or security card/fob to The Residence or Apartment and must report any loss thereof immediately to the LICENSOR.

The LICENSEE shall be liable to LICENSOR for the cost of the replacement of any key or security card/fob (currently €75) so lost or destroyed. If all keys are not returned on check out, the LICENSEEs of the apartment will incur the cost of replacing the lock.

It is the responsibility of each and every LICENSEE to ensure that all external doors and gates are kept closed.

LICENSEEs must not allow persons whom they do not know to enter any part of The Residence.

17 Building Appearance

The LICENSEE agrees:

- Not to hang or permit to be hung, or exposed any clothes or other articles or to exhibit any sign

board, poster, advertisement matter, placard, flag or banner outside, The Residence or the apartment.

- Not to dry any clothes on any part of The Residence, the apartment or The Residence and not to carry out or permit to be carried out any laundering or other similar activity in the baths, washbasins or sinks in the apartment.
- Not to store or hang any items on the balconies.
- LICENSEEs who wish to keep garden furniture on their balconies must have prior written approval from LICENSOR.
- No satellite dishes are permitted anywhere on The Residence.

18 Maintenance

The LICENSEE shall not impede the LICENSOR, its agents, or workmen from entering The Residence or the Apartment for the purpose of examining the state of repair and condition thereof or for the purpose of effecting repair or renovations to the apartment or any part of The Residence.

The LICENSEE shall inform the LICENSOR immediately of any emergency or situation requiring urgent attention.

LICENSOR may require the LICENSEE to vacate the apartment to conduct alterations, repairs or decorations during the term of the License to Reside provided alternative accommodation is made available to the LICENSEE for said period.

The LICENSEE must report all maintenance issues on the Licensors Contact Us Webpage "www.BuckleyHall.ie Contact Us" immediately on becoming aware of the issue.

19 Ventilation

The LICENSEE shall not cover or turn off wall vents/fans in toilets and kitchens as these are required for ventilation under Building Regulations.

Ventilation is very important to avoid moisture and mold growth, particularly in kitchen, bathroom and bedroom areas.

All windows should be opened each day for a short period while the apartment is occupied to allow proper ventilation of the apartment and bathroom doors should be left open to allow ventilation after hot showers/baths.

20 Visitors

The LICENSEE shall not permit visitors to remain overnight in or on any part of The Residence or apartment; Breach of this term may result in a fine and/ or revocation of the License to Reside.

The LICENSEE is responsible for all visitors to their apartment. Any damage or disturbances caused by invitees of the Licensee will be the responsibility of the LICENSEE

21 Loss of personal possessions

The LICENSOR has no liability for any loss of valuables or personal belongings kept in or on The Residence or the apartment. This includes all vehicles, motorcycles, scooters or bicycles parked in the car park and bicycles racks. It is advisable that all occupants insure all personal effects and belongings.

22 Access

The LICENSOR reserves the right to enter the Apartment at any time without prior notice if access is

required in the interests of good estate management. However, advance notice will normally be given whenever possible.

23 Internet

The Licensor takes no responsibility for provision of internet services or for any risk or liability created in use of the internet.

The Licensee agrees to access the Internet in a responsible manner and shall not post or transmit illicit or objectionable information. The Licensee agrees not to transmit or distribute in anyway, copyrighted information, software or other materials without obtaining the permission of the copyright owner or right holder.

The Licensor or its agents reserves the right to monitor the Internet services from time to time. The Licensee consents to Licensor access, use and disclosure of any information to law enforcement agencies to aid the investigation of unlawful activity if requested.

Licensees access the Internet at their own risk and should take the necessary precautions to protect their computer systems and data. The Licensor strongly recommends the use of a personal firewall and antivirus/spyware software on all computer systems accessing the Internet.

The Licensor operates a fair usage policy and reserves the right to limit the bandwidth of users at certain times (usage limit per person is set at 20MB/per sec download at time of writing). This does not apply to dedicated bandwidth packages.

24 Data Protection

All personal data provided to the LICENSOR by the LICENSEE will only be used in the interests of good estate management. The Licensee expressly authorises the Licensor to discuss all matters pertaining to the Licensee with the Guarantor. Personal Data will be managed in accordance with our current Data Protection Policy as updated from time to time and published on our website.

25 Fire Safety

The LICENSEE agrees to be bound by all fire safety and other regulations for the safe and orderly management of the Apartment and The Residence as may from time to time be imposed and to acquaint himself/herself with these regulations and the emergency escape routes and not to interfere in any manner with the fire safety equipment.

Irrespective of how many "false alarms" have occurred the LICENSEE must treat every alarm as an emergency.

The unnecessary interference with fire safety equipment or the discharge of fire extinguishers is considered a serious act of vandalism which may result in Revocation of the LICENSE. There will be a fine of €500 for each offence of tampering with fire safety equipment. This fine will be levied against the LICENSEE responsible or against the LICENSEE whose visitors/guests are responsible.

26 Health and Safety

The LICENSEE agrees:

- a) To adhere to a strict no smoking policy in all the apartments.
- b) Not to consume alcohol anywhere in or on The Residence outside the confines of their apartment. A LICENSEE wishing to consume alcohol can only do so in the confines of their apartment and is expected to do so in a responsible manner.
- c) Not to take illegal drugs or allow illegal drugs to be present in the apartment or on The

Residence.

- d) Not to interfere with or over-load any electrical apparatus installed in or on the Apartment or The Residence and not to install any additional electrical wiring, gas piping or portable gas or paraffin heaters into The Residence or the apartment. Candles and chip pans are not permitted in any apartment.
- e) To ensure that any electrical goods which are brought onto the property by the LICENSEE are in proper working order and meet acceptable safety standards. Electric scooters and bikes are not permitted in Apartments.
- f) Not to place or cause any obstruction in or on the apartment or on any hall, stairs and landings, or in or on any part of The Residence and only to store vehicles, motorcycles or bicycles in such locations as may be designated by the Licensor for the parking or storing of same from time to time. Locks will be cut and bicycles will be removed and a €150 fine will be charged to the offender on release if a bicycle is left other than in a place designated as a bicycle storage area by the Licensor.
- g) Not to undertake any cooking or otherwise prepare any food in The Residence except in the kitchen of the apartment and not to dispose of any materials into any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving The Residence.
- h) Not to store or keep or permit to be kept in or on The Residence or the apartment or in or on any part of The Residence any dangerous, combustible substances or materials whatsoever and to report immediately the presence of such substances or materials to LICENSOR.
- i) Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in the apartment or any part of The Residence.
- j) To remove all waste from The Residence and apartment and at all times to make use of a common rubbish bin in respect of such items. Refuse sacks must be securely tied and deposited in the bins provided in the basement car park. Bin bags must not be left anywhere but in the bins as this creates a health risk. Bin bags must be used in bins provided in apartments, and bins should not be allowed to overflow and should be emptied in basement if leaving the apartment vacant for longer than a weekend. Please follow the guidelines to separation of waste and recyclables on the Licensor's website.
- k) Not to bring or keep any animal on the property.

27 Check Out

The LICENSEE shall leave the apartment on or before the Checkout Date (as defined in the License to Reside) and shall leave the apartment in a clean and orderly condition that is suitable for immediate re-letting. Students should follow the [Checkout Process defined on the Licensor's website](#).

28 Severability

In case any provision in these terms shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

29 Rules, Behavior & Fines

Anti-social behavior will not be tolerated and any LICENSEE acting in this manner will be fined up to €1,000.00 and may have their License to Reside revoked.

We require the Licensees at Buckley Hall to behave responsibly and in a manner that demonstrates respect both for your fellow students and the property itself.

- a) LICENSEEs are not permitted to create noise or to play musical instruments or radios, televisions or other sound producing apparatus in such a manner as to be audible outside the Apartment nor so as to cause distraction, annoyance or nuisance to the other LICENSEEs of the apartment or The Residence and in particular not between the hours of 11 p.m. and 8 a.m. If a breach occurs, a noise penalty of €100 will be imposed on each occupant of the offending apartment.
- b) Parties are strictly prohibited and a fine of €200 will apply to any student who participates in a party whether the students are residents of the offending apartment or visitors from another apartment within The Residence.
- c) Balconies should not be used between 11 p.m and 8 a.m. to reduce noise in neighboring streets.
- d) The Licensee is not authorized to leave apartment doors on the latch (locked open) as this breaks the locks and compromises security.
- e) While Buckley Hall is a student community, we ask that you respect our neighbors, especially at night and when you are leaving or returning to The Residence. Excessive noise is prohibited.
- f) Buckley Hall Staff are to be treated with respect at all times. If the Buckley Hall security company deems your behavior or the actions of your guests to require backup support or a call out or other emergency services, Licensees will be fined accordingly.
- g) If a Licensee requires staff to open the door into their apartment having mislaid their keys, a €75 charge will apply.
- h) In Premium Apartments where there are two or more bathrooms, the Twin Ensuite Bathrooms are solely for the use of the Twin Bedroom Licensee. The main Bathrooms are solely for the use of the Single Bedroom Licensee.
- i) If more than 1 week passes from the date of the fine payment request, without the fine being paid in full, there will be an additional administration charge of €30 per week until such a time as the fine is paid.
- j) Breach of these conditions may result in a fine of €75 being applied per breach (unless otherwise specified above) and must be paid immediately.
- k) Fines and interest can be taken from your deposit if you fail to pay immediately.