

# **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 Student 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.

## **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 part, by the LICENSEE without prior consent in writing of the LICENSOR.

## **2 Non-exclusive license**

The LICENSOR will endeavour to provide the LICENSEE with his or her preferred roommates however 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 Student Residence in the interests of good management.

## **3 License to Reside Fee**

The License to Reside Fee is payable per Semester, and the LICENSEE shall pay the License to Reside Fee 1 month in advance of each Semester Start Date (the Due Date), as defined in the License to Reside. Therefore the 1st payment is due 1 month in advance of the License to Reside Start Date. In the event the LICENSEE fails to pay the full amount due by the Due Date, 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 or
- Charge an initial administration charge of €100 for late payment of the License to Reside Fee and an ongoing charge of €50 per week for each week that the License to Reside Fee or any part thereof remains outstanding at its discretion.

The License to Reside Fee includes the following utilities: Broadband/Domestic Waste/Water Charges

The License to Reside Fee does not include the following utilities: Gas/Prepaid Electricity/TV Licence/Laundry/Apartment Cleaning.

Gas and electricity meter readings will be taken at the start of your tenancy and at check out and periodically during your stay and onward invoiced at cost to the Licensee. These invoices should be paid within 2 weeks of issuing and will be discounted from deposit where not paid.

## **4 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 including if License to Reside was not signed by parties to it. After taking occupancy the Booking Deposit becomes the Security Deposit which will be refunded after satisfactory Check Out. If there are no beds available, the deposit will be returned within 1 week. The

Deposit will be refunded to the LICENSEE in less than 4 weeks from the Checkout Date provided that the terms and conditions of the License to Reside have been complied with in full and upon receipt by the LICENSOR of all keys, security cards/fobs issued to the LICENSEE. Any outstanding rent, fines, utility charges, cleaning costs, outstanding administration charges, Inventory costs or any other charges properly applied will be deducted from the deposit.

## **5 Fixed Term of License.**

Note that this license cannot be terminated by the licensee on 28 days' notice. 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

## **6 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 Student Residence on being given 48 hours' notice in writing, without prejudice to any other rights accruing in favour of the LICENSOR. Where the License to Reside is revoked, all monies paid (including License to Reside Fee and Deposit) will be forfeit.

## **7 Cancellation By Licensee**

A 1st year student who is not offered a college place in Dublin may cancel the booking within three days of the publication of First Round CAO Offers (typically 17 Aug). In such a case, the LICENSOR agrees not to hold the Licensee liable for the full term of the License to Reside provided the Licensee provides written confirmation from the CAO that the LICENSEE did not secure a college offer based in Dublin. However, the Deposit will not be refunded. For all other cancellations or revocations, neither the Deposit nor the License to Reside Fee are refundable

## **8 Permitted User**

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

## **9 Damages**

The LICENSEE is responsible for the condition of the Apartment, and for what happens therein, from the moment they receive their access fob until the end of the Term.

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

All repair and replacement costs must be paid for as they arise.

## **10 Defacement of Surfaces**

The LICENSEE shall not deface the Student 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 Student Residence or the apartment or otherwise to deface the Student Residence or the apartment and will remove same within 24 hours of notification by the LICENSOR. 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.

## **11 Inventory**

The apartment is provided with a standard appropriate inventory which is available on our [webpage here](#). The LICENSEE is responsible for notifying the LICENSOR within 1 week of the License to Reside Start Date of any missing or damaged inventory using the Contact Us form on our website. Any Inventory items missing or damaged (beyond fair wear and tear) after that date, will be billed to the LICENSEE and failing payment, taken from the LICENSEE's Deposit.

## **12 Cleaning/Inspections**

The LICENSEE shall keep the interior of the Student Residence in a clean and hygienic condition, including all fixtures, fittings and installations therein and will not damage same and will indemnify the LICENSOR against all claims arising out of any damage thereto. If the Student 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 Student Residence/or apartment cleaned.

The LICENSEE will pay the LICENSOR for the cost of cleaning (currently €220 per apartment excl 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.

## **13 Security**

LICENSEEs should not open the door of their apartment to strangers at any time. All LICENSOR representatives must 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 Student 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 in this apartment.

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 Student Residence.

## **14 Building Appearance**

The LICENSEE agrees:

- Not to hang or permit to be hung, or expose any clothes or other articles or to exhibit any sign board, poster or advertisement matter or placard, flag or banner outside, in or on the Student Residence or the apartment.
- Not to expose any washing or wearing apparel or any linen on any part of the Student Residence, the apartment or the Student Residence and not to carry out or permit to be carried out any laundering or other similar activity in the baths, washbasins, sinks or cisterns 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 Student Residence.

## **15 Maintenance**

The LICENSEE shall not impede the LICENSOR, its agents, or workmen from entering the Student 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 Student 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.

## **16 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 buildup of moisture and mold growth, particularly in kitchen and bathroom 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.

## **17 Visitors**

The LICENSEE shall not permit visitors to remain overnight in or on any part of the Student

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 will be the responsibility of the LICENSEE

## **18 Loss of personal possessions**

The LICENSOR has no liability for any loss of valuables or personal belongings kept in or on the Student Residence or the apartment, which shall remain at the sole risk of the LICENSEE. This includes all vehicles, motorcycles or bicycles parked in the car park and bicycles racks. It is advisable that all occupants insure all personal effects and belongings including bicycles and laptops.

## **19 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.

## **20 Internet**

LICENSOR operates an internet fair usage policy, (usage limit per person is set at 20MB/per sec download at time of writing). The Licensor takes no responsibility for provision of internet services or for any risk or liability created in use of the internet.

## **21 Data Protection**

All personal data provided to 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.

## **22 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 Student 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 and which may result 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.

## **23 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 Student 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 Student Residence.
- d) Not to interfere with or over-load any electrical apparatus installed in or on the Apartment or the Student Residence and not to install any additional electrical wiring, gas piping or portable gas or paraffin heaters into the Student 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.
- 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 Student Residence and only to store vehicles, motorcycles or bicycles therein or thereon in such locations as may be designated by the Licensor for the parking or storing of same. 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 Student 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 Student Residence.
- h) Not to store or keep or permit to be kept in or on the Student Residence or the apartment or in or on any part of the Student 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 Student Residence.
- j) To remove all waste from the Student 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 website.
- k) Not to bring or keep any animal on the property.

## **24 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 our website](#).

## **25 Severability**

In case any provision in this Supplemental Indenture 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.

## **26 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 Student 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 to 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 Student 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 Student 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 entry into their apartment as they have mislaid or lost their keys a €75 charge will apply where personnel are asked to open doors so that residents can gain entry to their rooms.
- 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 that the fine is paid in addition to charges incurred.

- j) Breach of these conditions may result in a fine of €75 being applied per breach (unless otherwise specified above) which will be invoiced and must be paid immediately.
- k) Fines and interest can be discounted from your deposit whereby you fail to pay when invoiced.