



LICENCE TO RESIDE AGREEMENT

17 September 2019

BETWEEN

THE OWNER:

Shanowen Square Management,
Shanowen Square Student Residences
Shanowen Square, Shanowen Road, Santry, D09 A3P8

AND

THE OCCUPIER:

AND

Please complete the following:

THE GUARANTOR:

NAME: _____

ADDRESS _____

OCCUPANCY START DATE - OCCUPANCY END DATE:

9th Sep 2019 – 24th May 2020

FIRST TERM BALANCE OF DEPOSIT, LICENCE FEE, AND UTILITIES:

€TBC

DUE BY: 30th August 2019

SECOND TERM BALANCE OF DEPOSIT, LICENCE FEE, AND UTILITIES:

€TBC

DUE BY: 31st December 2019

THE LICENCED PROPERTY:

Single occupancy of bedroom No:

Block: Apartment:

Shanowen Square, Shanowen Road, Santry

Eircode:

*together with single/shared use of bedroom furniture equipment, and shared use of the kitchen, common areas and furniture and equipment within the apartment.

BANK DETAILS:

Account name: Shanowen Square Management

Branch:

Sort Code:

Account number

IBAN:

BIC code:

DEFINITIONS:

THE OWNER: Shanowen Square Management its agents, servants and representatives. Unless otherwise notified the Owner can be contacted via Shanowen Square Management at reception at Shanowen Square Student Residences, via email at info@shanowensquare.com or by telephone on 01 –8623842. Any legal notices must be sent by registered post to Shanowen Square Management, Reception, Square Student Residences, Shanowen Square, Shanowen Road, Santry, D09 A3P8.

THE OCCUPIER: You; the student with a Licence to Reside in the Accommodation for the period covered by the Licence to Reside Agreement, as set out on the cover page of this agreement.

THE GUARANTOR: The co-signatory of this agreement. The Guarantor agrees to be bound by this Licence to Reside Agreement, and agrees to pay the licence fees, the deposit, the utility charges, any fines, and the cost of repairing any loss or damage caused by the occupier.

ACCOMMODATION: The bedroom and the apartment to which the occupier is assigned. The Occupier will have single/shared occupancy of the bedroom with use of the furniture and the equipment within it. The Occupier will have non-exclusive, shared use of the apartment and its furniture and equipment, together with other occupiers. The Occupier may be assigned to any particular bedroom and apartment at the Owner's discretion and may be required to move accommodation both prior to beginning occupation or during the period of the occupancy, for any reason and at the Owner's discretion. The Owner will not facilitate requests to move Accommodation from Occupiers except in extreme situations, as determined by the Owner.

LICENCE: This agreement is a Licence to Reside Agreement and is separate and distinct from a residential tenancy. This agreement is subject to the Residential Tenancies Act 2004 as amended, only insofar as the latter relates to Student Accommodation as defined under Section 3 of the Residential Tenancies Amendment Act 2019.

LICENCE FEE: The fee to be paid by the Occupier or Guarantor in advance of beginning occupancy to the Owner in consideration for the Occupier's Licence to Reside in the Accommodation for the duration of the Occupancy Period.

DEPOSIT: The sum of money to be paid by the Occupier or the Guarantor in advance of the signing of this Licence to Reside Agreement, in consideration for the signing of this agreement. This deposit may be retained by the Owner upon the Occupiers failure to pay any part of the Licence Fee, Utility bills or fines. It may also be retained by the Owner in satisfaction of any damage caused to the Accommodation or any part of the Owner's Property. The retention of this deposit will not preclude the Owner from seeking recovery of any other monies owed under this Agreement by any lawful means against either or both of the Occupier or the Guarantor.

OCCUPANCY PERIOD: The duration for which the Owner allows the Occupier to reside at the Accommodation, on the condition that all terms and conditions of this Licence to Reside Agreement are satisfied by the Occupier. The duration of the occupancy period are the dates between the Occupancy Start Date and the Occupancy End Date as set out on the cover page to this agreement.

TERMS AND CONDITIONS OF LICENCE: The terms and conditions upon which the Owner permits the Occupier to reside in the Accommodation. These Terms and Conditions are set out under same heading herein. If the Occupier breaches any of the Terms or Conditions of this Agreement, the Owner may immediately revoke the licence and require the occupier to vacate the accommodation (or impose other sanctions as set out herein). Failure to enforce the right to revoke (or to impose other sanctions) is not a waiver of rights and does not preclude the Owner from revoking the Licence (or imposing sanctions) at any future date.

GUARANTEE

The Guarantor in consideration of the within Licence having been made in favour of the Occupier at the Guarantors request HEREBY COVENANTS with The Owner that the Occupier will pay the Licence Fee and any other outgoings or charges (including fines, damages and utility bills) payable hereunder on the dates and in the manner specified and will perform and observe all the Occupiers covenants, terms and conditions herein contained. In case of any default by the Occupier in respect of such payments or in the observances or performance of such covenants, terms and conditions as aforesaid the Guarantor HEREBY COVENANTS to pay and make good to the Owner on demand all and any losses, damages, costs, charges, expenses and/ or fines thereby arising or incurred by or levied on the Occupier.

TERMS AND CONDITIONS

The Occupier HEREBY COVENANTS that he or she will comply with and observe all of the Terms and Conditions numbered hereunder:

1.The Occupier shall pay the Owner the Deposit upon the signing of this agreement and in consideration of this agreement. This Deposit may be retained by the Owner upon the Occupiers failure to pay any part of the Licence Fee, Utility bills or fines. It may also be retained by the Owner in satisfaction of any damage caused to the Accommodation or any part of the Owner's Property. The retention of this deposit will not preclude the Owner from seeking recovery of any other monies owed under this Agreement by any lawful means against either or both of the Occupier or the Guarantor.

2.The Occupier shall pay the Licence Fee on the Agreed Date. Failure to do so may result in the Owner re-allocating the Accommodation, and the loss to the Occupier of the Accommodation and his or her deposit, if there is a cost to the Owner in re-allocating or loss to the Owner arising from an inability to fill that Accommodation.

3.The Occupier shall abide by all fire safety and other regulations for the safe and orderly running of the student residence. Any interference with fire safety equipment and/or smoke detectors and/or fire alarms is considered a criminal act of vandalism and will be taken very seriously. Tampering with fire safety equipment will result in serious fines of up to €500 and disciplinary action including possible revocation of this Licence. The Occupier will be required to partake in regulatory fire drills throughout the year and must acquaint himself/herself with these regulations and with the emergency escape routes. The Occupier must treat every alarm as an emergency. Failure to evacuate, or time wasting during the procedure, could result in loss of life. Occupiers who fail to evacuate will automatically incur a fine of €25 for each instance. The Owner and his authorised agents reserve the right to enter all rooms during a fire drill to ensure compliance. All abuses of fire safety equipment must be reported to the office immediately.

4.The Occupier is responsible to compensate the Owner for all damage caused to the Accommodation, Apartment, fixtures, fittings or equipment as a result of negligence, accidental or otherwise. This includes damage to windows and glass, accidental or otherwise. The Owner may retain the Deposit in satisfaction of this obligation, and the Occupier remains liable for any further sum of money outstanding as a result of the damage.

5.The Occupier shall notify the Owner of any defect that arises in the Accommodation that requires to be repaired so as to enable the Owner to comply with its obligations in relation to this Licence. The Occupier should report promptly all defects and/or damages in the unit or with furniture and fittings.

6.The Occupier shall not do any act that would cause deterioration in the condition that the Accommodation was in at the commencement of the Occupancy Period and to take such steps as the Owner may reasonably require for the purpose of restoring the Accommodation to its condition at the commencement of the Licence Agreement or to defray any costs incurred by the Owner in his taking such steps as are reasonable for that purpose.

7.The Occupier shall allow the Owner reasonable access to the Accommodation for the purposes of allowing any works that need to be carried out. If a bedroom becomes vacant, the Occupier agrees to allow the Owner reasonable access to show the Accommodation to a prospective new Occupier. The Owner reserves the right to enter the Accommodation at any time without prior notice, including but not limited to entry for the purpose of establishing whether there is compliance with the Terms and Conditions herein. However, advance notice will normally be given whenever possible.

8. The balance of the security deposit will only be returned to the Occupier once all utility bills have been discharged. Each Occupier is given an allowance of €9.50 per week towards their electricity. Meter readings are taken during the term, on arrival and on departure and in cases where Occupiers have exceeded the €9.50 allowance, they will receive an email notifying them of the same. The cost of additional electricity above €9.50 per week will be deducted from the security deposit at the end of term or will be otherwise payable by the Occupier.

9. A television licence is not included in the Occupancy fee and is a matter for the Television set owner.

10. The Occupier shall allow a number of inspections of the Accommodation per semester. A letter will be issued to all Occupiers outlining the standard expected. Failure to meet these requirements will result in fines that vary depending on the seriousness of the damage and/or cleaning required. These fines are payable to the office immediately. Unpaid fines will be deducted from the security deposit or will be otherwise payable by the Occupier.

11. Each Occupier shall ensure that they do not (and do not allow anyone on their behalf) to deposit dirt or refuse in or around the apartment and complex. Adequate waste facilities have been provided and should be used accordingly. Waste must be deposited in the large bins provided, not on or beside these bins as this poses a health and hygiene risk. Where a bin bag is found abandoned within the complex the fine will be divided evenly between all residents of the responsible apartment. Shopping trolleys are not allowed into the complex under any circumstances. Cigarette butts must not be thrown on to the ground. Fines are applicable in all instances of littering.

12. The Occupier shall keep the accommodation in a clean and hygienic condition. If the Occupier fails to do so, the Owner may engage a professional cleaning company at any time during or after the Occupancy Period at a cost of €150 per apartment the cost of which will be borne by all Occupiers of the Apartment.

13. The Occupier shall only cook and prepare food in the kitchen area of the Accommodation. The occupier shall not keep or prepare food in the bedroom.

14. The Occupier shall ensure that materials that may result in the blockage of sinks, drains, pipes, toilets and sewers are not disposed of in this manner.

15. The laundry room is the only designated place where the Occupier may wash or dry their clothes. The Occupier shall not wash or dry clothes in the Accommodation.

16. The Occupier shall not erect or authorise the installation of television, radio aerial or satellite dishes. The Occupier shall not interfere with any external fixtures such as outdoor bins, shrubbery, trees and bicycle racks.

17. The Occupier shall not store any items on or up against the wall mounted heaters, install any additional electrical wiring, gas, piping or portable gas or paraffin heaters in the Accommodation or the Complex. The Occupier shall not interfere with or overload any electrical apparatus. The Occupier shall not use candles or chip pans in the Accommodation. The Occupier shall not use a barbeque in the Accommodation. The Occupier shall not cover vents, fans in toilets and kitchens as these are required for ventilation under building regulations.

18. The Occupier shall not part with the possession of keys to the Accommodation or security codes used for gaining access to the Accommodation or complex under any circumstances whatsoever. The Occupier shall report the loss of any such keys or codes immediately to the office. A €40 charge will be imposed for replacement sets of keys. The Occupier shall not leave the Accommodation or block doors on the latch, as this poses a security risk. Each occupier of an Apartment will be fined if apartment doors are left unlocked. If an Occupier requires entry into their apartment as they have mislaid or lost their keys, they must complete the relevant form at the time of entry. A €5 charge will apply where personnel are asked to unlock doors.

19. The Occupier shall not hang, suspend or affix any clothes, linen, sign, placard, advertisement or other objects on, out or in the view of the windows so as to be seen from the exterior of the Accommodation or complex, or to hang, suspend or affix any such item to the exterior of the Accommodation or complex.

20. The Occupier shall not use, store, keep or permit to be used, stored or kept in or on the Accommodation or complex any dangerous, combustible or unlawful substance or materials whatsoever, and shall report immediately the presence of such substances or materials to the office.

21. The Occupier shall not interfere with, damage or remove the possessions of other occupants of the Accommodation or complex.

22. The Occupier shall not place or cause any obstruction in or on the Accommodation or on any part of the complex and shall park cars, motorbikes, mopeds and bicycles only in the designated areas.

23. The Occupier shall not keep any animal, reptile, insect or other pet in or on the Accommodation or Complex and shall not feed any stray animals in any way.

24. An Occupier of an apartment shall not behave within the apartment, or in the vicinity of it, in a way that is anti-social or allow other occupiers of, or visitors to the apartment to behave within it, or in the vicinity of it, in such a way. The Occupier shall not use the Accommodation or any part of the complex or allow any other persons to use the Accommodation or the complex for any actions that may be deemed as illegal, dangerous, offensive, disruptive, noisy or for any action that may be deemed as a nuisance to any other person.

25. The Occupier shall not allow any visitors in the Accommodation after 11pm. The Occupier agrees that if any act of an Occupier or any act of visitors results in damage to the property that the Occupier will pay for this damage to be repaired. Failure to adhere to the curfew will result in disciplinary proceedings with a possible consequence of revocation of the Licence. The Occupier shall only allow a maximum of 8 persons in an apartment at any given time (including the occupiers of the apartment). The Occupier shall obey and adhere to all requests of the Owner at all times. Failure to do so will result in disciplinary action and fines. Should you require assistance security can be contacted on 087-2261232.

26. The Occupier shall be responsible for their visitors/guests and shall be held liable for their actions. Visitors are permitted between the hours of 7am and 11pm. The Occupier may have an overnight guest outside these hours in accordance with the Owner's Overnight Guest Policy. Any breach or attempted breach of these policies will result in a fine of €100 (per non-resident) being levied against the Occupier for each and every instance.

27. The Occupier agrees that should the Owner require the Occupier to vacate the Accommodation during the Term of this License for any reason whatsoever that the Occupier shall vacate the Accommodation within such period that the Owner stipulates. The Owner shall not be liable for any loss, cost or expense suffered by the Occupier by reason of the vacation of the Accommodation or the substitution of alternative accommodation.

28. The Occupier agrees that the Owner bears no responsibility whatsoever for and is exonerated from all liability for loss or damage to vehicles, personal property and or valuables kept in at or on the Accommodation or complex which shall remain at the sole risk of the Occupier. Contents and personal belongings are not insured by the Owner. We strongly recommend that Occupiers look into these themselves or insure belongings under their home insurance with particular reference to laptops and bicycles.

29. This Agreement is only valid for so long as the Occupier remains a full-time student at a third level institution approved by the Owner. If the Occupier ceases to be such a registered full-time student, he or she undertakes to notify the Owner immediately. If the Occupier ceases to be such a registered full-time student this Agreement will be revoked with immediate effect. If there is doubt as to the Occupier's status as a student, the Owner may require proof in the form of a recently dated letter from the approved third level institution. If the Occupier fails to produce such proof within ten days, the Licence may be Terminated with immediate effect.

30. The Occupier shall keep halls, passages and staircases leading to the Accommodation free from obstruction. The Occupier shall not forcibly hold doors open using the door latch or other methods, nor shall the occupier permit same to occur. The Occupier shall not nor allow visitors to access to or from the Accommodation by way of the windows. This practise will result in fines and possible incurring of charges relating to damage to shrubbery because of Occupiers or their guests entering apartments via windows.

31. The Occupier shall comply with all regulations made from time to time by the Owner for the building of which the accommodation is contained. The Owner will notify the Occupier of changes to Regulations by email, post, or by posting a notice in the reception of the building.

32.This Licence is personal to the Occupier and the Occupier shall not assign, sublet, share, or part with the benefits of the whole or any part of the Licence. This Licence is not transferable. The Occupier shall not attempt to assign or sub-licence the benefits of the Licence to any other person. Such assignment or sub-licence shall be invalid and shall render the Licence immediately revoked as against the Occupier.

33.When the Occupancy Period expires the Occupier shall leave the property immediately, leaving the Accommodation in the state which this Licence requires the Occupier to keep it and to remove all personal effects and belongings not later than 11am on the day of departure. Any personal items or otherwise left in the Accommodation or Complex including bicycles after such time can, at the discretion of the Owner, be disposed of without incurring any liability. The Owner accepts no responsibility for personal belongings left behind. Costs associated with the disposal of belongings will be charged to the Occupier. The Occupier shall leave the apartment in a clean and orderly condition that is suitable for immediate occupation. The Occupier shall return all keys to the Owner prior to leaving. Failure to return keys will result in the cost of having locks changed being charged to the Occupier. Failure to leave the Accommodation in the state required by this Licence will result in a professional cleaning charge of €150 being charged to the Occupier (or in equal shares charged to all Occupiers of an Apartment, if the person responsible is unknown).Any damage to or loss of the Owner's property will result in the cost of repair or replacement being levied upon the Occupier (or in equal shares upon all Occupiers of an Apartment, if the person responsible is unknown).

34.The Occupier acknowledges that room sizes/layouts/bed size and style may vary from those advertised. All beds, furniture, contents and equipment in the Accommodation at the time of the Occupiers arrival remains the property of the Owner and may be removed or replaced at the discretion of the Owner. Please note that if you requested a double bed this strictly for single occupancy only.

35.The Occupier shall obey all driving safety regulations/speed limits at all times and shall park only at locations as directed by the Owner when requested to do so. Limited parking available at a cost of €250 per year. The Occupier shall not park any vehicle nor allow others to park any vehicle in the vicinity of Shanowen Square, unless payment an agreement has been entered in respect of parking.

36.The Occupier shall respect the Owner and all persons authorised to be present by the Owner at all times and shall comply with any request or instruction issued by the Owner to maintain the safety and security of all residents.

37.The Occupier will be furnished on arrival with a copy of the House Rules and with an inventory of contents. After an inspection of the premises and contents you will be required to make a note of any discrepancies and then sign the Inventory. The Occupier shall return same to the Owner within 48 hours of his or her arrival. Failure to do so will lead to a presumption that all is in order.

38.The Occupier shall not access any balcony area (nor permit any guest to access any balcony area) between the hours of 7pm and 7am. The maximum numbers allowed on a balcony at any given time is 6 people. If this number of persons is exceeded on a balcony, each occupier in breach will be fined for themselves and in respect of any of their guests.

39.The Owner may revoke this Licence at its discretion if there is a report of illegal or anti-social behaviour by the Occupier. The revocation shall be immediate.

40.The Owner may revoke this Licence at its discretion if it believes that there has been a breach of any term or condition herein, regardless of whether or not an alternative sanction may be available in respect of that breach.

41.The Occupier shall not attempt to change the locks to the Accommodation or any part of the Accommodation and shall not attempt to prevent the Owner from accessing the Accommodation as it sees fit. Any such attempt will invalidate the Licence with immediate effect.

42.Under the Data Protection Act details provided to the Owner will not be disclosed to any third parties. Accordingly, the Owner can only discuss issues regarding the occupancy with the Occupier and not with any third parties including the Guarantor.

43.The Owner reserves the right to enforce the rules as listed above to maintain the orderly and safe running of the complex and as such breaches of the rules will result in financial penalties depending on the seriousness of the breach. The Occupier will be notified in writing of these breaches as they occur and of the amount of the fine applicable on each occasion. Fines should be made payable to the office within 48 hours on receipt of the disciplinary letter. Failure to make payment may result in further fines or an increase in the original premium. The Owner reserves the right to deduct all unpaid fines from the security deposit at the end of the agreement period for all incidents as set out above in this licence and reserves the right to otherwise seek to recover unpaid fines. Non enforcement of any provision under this Licence does not invalidate the Owner's right to enforce the provision at any time in the future.

44.If the Occupier wishes to cancel a booking, they must do so by sending an email to info@shanowensquare.com. Once a successful room offer has been made it is the policy of the Owner that the deposit is non- refundable in the event of cancellation. If your Application is successful and you secure Accommodation in Shanowen Square your booking deposit will become a security deposit which will be refunded to you at the end of the academic year subject to no unpaid rent/outstanding fines/damages being charged against it. No refund of any pre-payment shall be made in the event of early vacation/cancellation of the Accommodation.

45. The Occupier accepts that the purpose of this licence is to allow the Occupier to reside in no particular bedroom in the complex owned by the owner, during the Occupancy Period, while the Occupier is a student of a particular third level institution, and while the Occupier is in strict compliance with the terms and conditions herein. The Owner retains a full right of access to the accommodation- both the bedrooms and the shared areas. The Occupier agrees that this is not a residential tenancy and is not subject to the provisions of the Residential Tenancies Act 2004 as amended, except insofar as the legislation relates to student accommodation as defined by Section 3 of the Residential Tenancies Amendment Act 2019.

46.This contract is governed by the laws of Ireland and may be enforced by the Courts in the City of Dublin. This Agreement represents the entire agreement between the parties (and incorporates documents referenced in this Agreement). No representation made by the Owner or on behalf of the Owner outside of this Agreement will be enforceable. If any provision of this agreement is deemed to be unlawful or unenforceable, it may be disregarded by the Court and the remainder of the agreement shall be enforceable. The Owner's liability under this Agreement is capped at the sum of money paid by the Occupier to the Owner.

I agree and acknowledge all the terms and conditions of this licence.

SIGNED by the Owner: _____

SIGNED by the Occupier: _____

SIGNED by the Guarantor: _____