

Licence to Reside

In consideration of the Occupancy Fee and the Fine/Damage Deposit as specified in the First schedule hereto to be paid by or on behalf of the Occupier to UCD, UCD at the request of the Guarantor hereby agrees to licence and permit the Occupier to reside in the premises specified in the First Schedule hereto ("The Premises") for the period specified in the said First Schedule ("The Occupancy Period") subject to the covenants and conditions to be performed and observed by the Occupier during the Occupancy Period as specified in the Second Schedule hereto to the intent that this agreement shall constitute a mere licence only revocable at the will of UCD and at its sole discretion.

It is a pre-condition of this agreement that the occupier shall be (a) a fully paid up registered student of UCD and (b) shall not be suspended or excluded from the university campus, property, facilities, courses of activities. In the event of the occupier not being a fully paid up registered student or being so excluded or suspended, then the university may revoke this licence forthwith with immediate effect.

Revocation

Should the occupier -a) commit a serious breach of this agreement; or b) conduct himself in a manner that is unlawful or seriously disruptive or anti-social; or c) be charged with a criminal offence which in the reasonable opinion of the university is serious, then UCD shall be absolutely entitled to revoke this Licence forthwith and the occupier shall vacate the premises on seven days notice (or earlier if deemed appropriate) without prejudice to any other rights accruing in favour of UCD hereunder.

Should the occupier be in breach of the terms herein contained then UCD at its sole discretion shall be entitled to levy a fine in such amount as it shall decide. If a decision is made to Revoke your Licence to Reside you will forfeit your deposit and Licence fee paid.

The administrator shall be entitled to revoke the licence or impose such a fine. The occupier shall be informed of the administrator's decision to impose a fine or to revoke the licence. The occupier shall be informed of his/her rights to appeal against the decision of the administrator to such an individual or body as may from time to time be authorised by the governing authority of UCD to deal with such appeals. The appeal must be lodged no more than 5 working days from the time when the occupier was made aware of his or her right to appeal. The authorised body shall convene and return a decision not more than 5 working days after the appeal has been lodged.

The appeals procedure in respect of revocation or fines under this Agreement shall be autonomous and final and be the sole remedy available to the occupier in respect of same.

Suspension

UCD shall, at its sole discretion, be entitled to suspend this licence pending the outcome of any investigation (whether civil or criminal, internal or external) report, appeal or disciplinary process where the administrator forms a view the matter is sufficiently serious to warrant a suspension and reports (ex parte) the matter to the Vice-President for Students (or such other senior officer of the university that the President or acting President might appoint) who shall be thereupon entitled to certify (pending the determination of any such investigation, report, appeal, decision or disciplinary process) either:-(a) it is exceptionally and/or seriously in the interests of UCD or of its staff or of its students or others; or (b) alternatively the matter potentially is a danger or threat to the health, safety, welfare of the University, its staff or its students or any other persons, making it appropriate for the licence to be suspended forthwith (or on such date as the Vice President shall determine). It shall be entirely within the discretion of the Vice President whether he should interview the occupier or any other party before issuing such certificate.

On the issue of such certificate by the said Vice-President (or other nominee) this licence shall be suspended and the occupier shall immediately vacate the property. UCD shall refund to the occupier any pre-payment of the licence fee herein pro rata such suspension period. Such suspension shall be without prejudice to any investigation, appeal, decision, process or report aforesaid and shall continue until the same is finalised (but if the Administrator decides thereafter to revoke this licence then the suspension shall continue pending any appeal under the revocation procedures).

The occupier may at any time appeal the suspension herein to the individual or body as may from time to time be authorised by the governing authority of UCD to deal with appeals in respect of residences. The said committee shall be entitled to continue the said suspension pending the determination of any issues outstanding or revoke it but may impose on the occupier such conditions it might deem appropriate.

Alternative Premises

As circumstances require, UCD shall during the currency of this licence be entitled at its sole discretion to relocate the Occupier and substitute alternative premises within the complex in lieu of the Premises and the Occupier shall co-operate with UCD's requirements in this regard. UCD shall, as soon as is possible, issue the Occupier with a written explanation of its reasons for relocating the Occupier.

Guarantee

The Guarantor in consideration of the within licence having been made in favour of the Occupier at the Guarantor's request HEREBY COVENANTS with UCD that the Occupier will pay the Occupancy

Fee, Electricity Supply charges and any other outgoings or charges (including fines) payable hereunder on the dates and in the manner herein specified and will perform and observe all the Occupier's covenants and conditions herein contained and that in case of any default by the Occupier in respect of such payments or in the observances or performance of such covenants and conditions as aforesaid the Guarantor will pay and make good to UCD on demand all and any losses, damages, costs, charges, expenses and/or fines thereby arising or incurred by or levied on the Occupier PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or forbearance of UCD in endeavouring to obtain payment of the said payments hereby reserved when the same become payable or to enforce the performance of the covenants and conditions herein on the Occupier's part contained to be observed and performed and any time which may be given to the Occupier by UCD shall not release or exonerate or in any way affect the liability of the Guarantor hereunder and FURTHER PROVIDED ALWAYS that UCD may at its absolute discretion apply the Balance (as hereinafter defined) in partial or full satisfaction of any claims against the Occupier or the Guarantor hereunder.

Second Schedule

Covenants and conditions binding upon and accepted by the Occupier and the Guarantor

1. To be bound by the rules and regulations and in particular all fire safety regulations and regulations for the security or managed access system to the complex and for the safe and orderly management of the premises and the complex as may from time to time be imposed by UCD and to obey all such rules and regulations and any amendments thereto.
2. To pay the Occupancy Fee and the Fine/Damage Deposit and all other monies payable hereunder without deduction whatsoever at the times and manner herein provided.
3. Not to share possession of the Premises or any part thereof with any person other than those holding under a similar licence in respect of the Apartment only, or to permit the Premises hereby licensed to the Occupier to be occupied by any person other than those authorised as aforesaid during the term of this licence and in particular to ensure insofar as it is within the procurement of the Occupier that VISITORS ARE NOT PERMITTED TO REMAIN OVERNIGHT IN OR ON ANY PART OF THE PREMISES, OR IN OR ON ANY PART OF THE COMPLEX SAVE WITH THE EXPRESS PERMISSION OF UCD UNDER PUBLISHED GUEST POLICIES AND GUIDELINES AT ANY TIME.
4. To keep all furniture, fixtures and fittings in the premises in good and proper repair and to replace such items of the same as may be broken or destroyed during occupancy of this licence beyond normal wear and tear with items of equal value to the satisfaction of UCD and not to remove or permit the same to be removed from the premises or from the complex.
5. Not to throw or deposit, or permit to be thrown or deposited dirt, rubbish, rags or other refuse on the premises or any part thereof, or in or on any part of the complex and at all times to make use of a common rubbish skips in respect of such items for removal by UCD.
6. Not to alter the nature of his/her occupation of the premises without the prior express approval of UCD and in particular not to a) part with possession of the premises or of the keys of the premises, or of a security card furnished by UCD for the purpose of gaining access to the premises or the complex or b) to occupy, take possession of or accept keys in respect of another part of the complex (including a premises occupied by another student) or c) to enter uninvited, the premises of any other occupier or of any other part of the complex (other than permitted common parts) and to report to UCD immediately at the loss of any key or security card and hand in immediately to UCD any other keys or security cards that come into the occupier's possession. And furthermore to comply with all procedures put in place by UCD in respect of the electronic managed access system to the complex.
7. To keep the interior of the premises in a clean hygienic condition including all fixtures, fittings and installations and all drains and sanitary fittings and appliances and pipes in good and proper order and condition and not to damage the same and to indemnify UCD against claims arising out of damage thereto (apartment inspection at least once per academic term) and further not to interfere with any system in the complex placed there for health and safety reasons including e.g. the removal of or the interference with any fire fighting or detection equipment without proper reason.
8. Not to keep a dog or any other animal, reptile or insect or other pet on the premises or in or on the complex.
9. Not to hang, or permit to be hung, or expose any clothes or other articles or to exhibit any signboard, poster or advertising matter, or any placard, flag or banner outside, in or on the premises by nails, tacks, screws, drawing-pins or by any other method, or in the windows or on the doors thereof, and in particular not to affix any such or other item to the inside walls of the premises or to the structure, plasterwork or woodwork. Posters (paper) may be affixed to internal walls of the apartment (by agreement) by such means as shall not damage woodwork, paintwork or wall fabric.
10. Not to place or cause any obstruction in or on the premises, or in or on any other part of the complex and in particular not to place any vehicles, motor cycles or bicycles therein or thereon save in such locations as may be designated for the parking or storing of same. (Bicycles not permitted inside buildings).
11. Not to expose any washing or wearing apparel or any linen in or on any part of the premises or the complex.
12. Not to store or keep or permit to be kept in or on the premises or in any part of the complex any dangerous, combustible or unlawful substance or materials whatsoever or weapons, imitation weapons or part of same (or plans to construct or avail of same) or other material likely to harm, alarm, or likely to give rise to fear in others and to report immediately the presence of such substance, materials, weapons, plans etc to UCD.
13. On the termination of the occupancy period howsoever determined to leave the premises in a clean and orderly condition and to remove all personal effects and belongings there from not later than 12 noon on the day of departure. Any such personal effects or belongings so left in or on the Premises or in or on the Complex after that time shall be disposed of by UCD at its discretion without incurring any liability to the Occupier.
14. Not to permit the premises to be used otherwise than for residential and academic purposes and in particular not to do or be involved (on the premises or in any part of the complex) in anything unlawful, dangerous or likely to cause harm or to be involved in any horseplay, games, diversions, or any form of anti-social behaviour.
15. Not to hold parties in or on the Premises or in or on any part of the complex save with the express permission of UCD, nor 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 and in particular not between the hours of 11.30 p.m. and 7.30 a.m.
16. UCD shall deduct from the deposit an insurance premium for an insurance policy in respect of all personal belongings kept in or on the Premises or in or on the Complex and to indemnify and hold harmless UCD in respect of any loss or damage caused to or by the same or any accident or claim arising there from howsoever occurring.
17. To do all things and take all reasonable steps to ensure that any of the Covenants and Conditions herein or breach of any of the Statutory Rules and Regulations and particularly the Fire Safety and General Safety Regulations by the Occupiers in their Premises within the Complex or any part thereof are brought to the immediate attention of UCD.
18. As circumstances require UCD shall during the currency of this Licence be entitled at its sole discretion to decorate the apartment and the Occupier shall co-operate promptly with UCD's requirement in this regard.
19. The function of the administrator being a duly authorised representative of UCD charged with the orderly and harmonious running of the premises or of the complex may be fulfilled by any member of the University staff who is duly authorised to fulfil such functions. From time to time additional or alternative rules and regulations may be issued by the administrator and shall therefore become binding on the licensee.
20. The occupier acknowledges that the breach of the University's alcohol policy or other policy published by the University concerning Health and Safety or other occupational issues and that behaviour encouraging or permitting such breaches at the premises, the complex or on the University campus may be treated by the University as a serious breach of this Agreement.
21. The occupier hereby acknowledges that any payment which is due under this agreement to UCD whether by way of fine or by way of a claim arising under paragraph 7 above, or otherwise, for so long as it shall remain due and unpaid, shall entitle UCD to withhold its services (such as the conferral of degrees (or other awards) until full payment has been made.