



LICENCE TO RESIDE

BETWEEN

University College Dublin, National University of Ireland, of Belfield, Dublin 4, unless the Premises is within Glenomena Houses 1-8, then the Licensor shall be deemed to be Fosters Residences Limited, (The Licensor) in the FIRST PART, and The Occupier in the SECOND PART (The Occupier)

1. Definitions in this agreement;

"Accommodation" means the bedroom selected by the Occupier within the Premises, as set out in the UCD Residences Booking Forms as selected and completed by the Occupier.

"Complex" shall for the purpose of this agreement include where appropriate (but not by way of exception) the Accommodation, and those portions of the Student Residences not hereby licensed together with the appurtenances thereto.

"Deposit" means the money paid by the Occupier in order to guarantee their booking. The Licensor shall be entitled to deduct from the Deposit any monies owed by the Occupier due to damages caused by the Occupier within the Premises, Accommodation or Complex. At the end of the Occupancy Period any sum, including but not limited to the Deposit, held by The Licensor less the sum due in respect of the final account received and/or any other outstanding account shall be refunded to the Occupier ("the Balance") subject as hereinbefore appears. UCD Residences cancellation and refund policies apply to all deposits paid. All policies can be found at <http://www.ucd.ie/residences/residential-services/policies-and-procedures-repository/>.

"Fines" means any fine imposed by UCD Residences on the Occupier due to breaches of this agreement.

"Licence Charge" means the Licence Charge as set out in the UCD Residences Booking Forms as selected and completed by the Occupier.

"Licence to Reside" means this licence and all terms incorporated within this agreement.

"Occupancy Period" means the Occupancy Period as set out in the UCD Residences Booking Forms as selected and completed by the Occupier.

"Occupier" means the student identified by their name and student number in the UCD Residences Booking Forms

"Premises" means the apartment selected by the Occupier on the UCD Residences Booking Forms and includes the use in common with other occupiers thereof of the living accommodation, kitchen facilities, toilet facilities and use of all common areas and appurtenants thereto in the Complex at University College Dublin.

"Utilities Charge" means the Utilities Charge as set out in the UCD Residences Booking Forms as selected and completed by the Occupier.

"UCD Residences Booking Forms" means the booking process the Occupier completes on SISWeb.

"UCD Residence Management" means the management in charge of UCD Student Residences.

1.1 Headings appearing in this agreement are for reference only, they do not affect its construction or interpretation.

2. Licence to Reside

2.1. In consideration of the Licence Charge and the Fine/Damage Deposit as specified in the UCD Residences Booking Forms, which is to be paid by or on behalf of the Occupier to The Licensor, The Licensor hereby agrees to licence and permit the Occupier to reside in the Accommodation and Premises specified, for the period specified in the UCD Residences Booking Forms subject to the covenants and conditions to be performed and observed by the Occupier during the Occupancy Period as specified in this Licence to Reside and its Schedule attached hereto. This agreement shall constitute a mere licence only revocable at the will of The Licensor and at its sole discretion.

2.2. It is a condition of this Licence to Reside 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, or 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 agreement forthwith with immediate effect.

3. Suspension

3.1. The Licensor shall, at its sole discretion, be entitled to suspend this Licence to Reside pending the outcome of any investigation (whether civil or

criminal, internal or external) report, appeal or disciplinary process where the UCD Residence Management forms a view the matter is sufficiently serious to warrant a suspension and reports (ex parte) the matter to the Deputy Registrar (or other nominee 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 that the matter is potentially a danger or threat to the health, safety, welfare of the University, its staff or its students or any other persons;

Which make it appropriate for the Licence to Reside to be suspended forthwith (or on such date as the Deputy Registrar shall determine). It shall be entirely within the discretion of the Deputy Registrar whether he/she should interview the Occupier or any other party before issuing such certificate.

3.2. On the issue of such certificate by the said Deputy Registrar (or other nominee) this Licence to Reside shall be suspended and the Occupier shall immediately vacate the property. The Licensor shall refund to the Occupier any pre-payment of the Licence Charge herein pro rata for 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 UCD Residence Management decides thereafter to revoke this Licence to Reside then the suspension shall continue pending any appeal under the revocation procedures).

3.3. The Occupier may appeal, within five (5) working days, 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 Student 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 as it might deem appropriate.

4. Revocation of Licence to Reside and Fines

4.1. Should the Occupier;

a) commit a serious breach of this Licence to Reside; or

b) conduct him/herself 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 The Licensor shall be absolutely entitled to revoke this Licence to Reside forthwith and the Occupier shall vacate the Accommodation, Premises and Complex on seven (7) days notice (or earlier if deemed appropriate) without prejudice to any other rights accruing in favour of The Licensor hereunder.

4.2. Should the Occupier be in breach of the terms herein contained then The Licensor at its sole discretion shall be entitled to levy a fine in such amount as it shall deem appropriate. If a decision is made to revoke your Licence to Reside you will forfeit any deposit and Licence Charge paid. Furthermore if a student has their Licence to Reside revoked, they shall be barred from re-applying for student accommodation with UCD at any time in the future.

4.3. The UCD Residence Management shall be entitled to revoke the Licence to Reside or impose such a fine. The Occupier shall be informed of the UCD Residence Management decision to impose a fine or to revoke the Licence to Reside. The Occupier shall be informed of his/her rights to appeal against the decision of the UCD Residence Management 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 five (5) working days after the appeal has been lodged.

4.4. The appeals procedure in respect of revocation or fines under this Licence to Reside shall be autonomous and final and be the sole remedy available to the Occupier in respect of same.

5. Alternative Accommodation

5.1. It is a condition of this Licence to Reside that The Licensor shall be at liberty to give the Occupier notice to require the Occupier to vacate the Accommodation and accept a Licence to Reside within the Complex which in the opinion of The Licensor is comparable to those vacated and the Occupier shall remain subject to terms and conditions herein set forth.

6. Right of Entry

6.1. The Occupier hereby acknowledges that it shall not have any right to exclusive possession of the Accommodation, Premises and Complex and shall allow The Licensor or its duly authorised agent access to the Accommodation at all times and to every part thereof and it is hereby expressly agreed that a nominee of The Licensor shall be a joint key holder of the Accommodation with the Occupier.

7. Severability

7.1. This agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this agreement.

Schedule

Covenants and conditions binding upon and accepted by the Occupier

1. To be bound by the rules and regulations and in particular, but not limited to, 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 Accommodation, Premises and Complex as may from time to time be imposed by The Licensor and to obey all such rules and regulations and any amendments thereto. Rules and regulations may be found at <http://www.ucd.ie/residences/residential-services/rules-and-regulations/>.

2. To pay the Licence Charge and the Fine/Damage Deposit and all other monies payable hereunder without deduction whatsoever at the times and manner provided in the Booking and Charges Summary and where late payment arises, to pay in full all late payment charges and each instalment. It is acknowledged by the Occupier that the financial commitment is for the full period of this Licence to Reside and cancellation will not automatically trigger a refund or credit as per the refunds policy.

3. Not to share possession of the Accommodation or Premises or any part thereof with any person other than those holding a similar Licence to Reside granted by The Licensor in respect of the Accommodation or Premises only, or to permit the Accommodation or Premises hereby licensed to the Occupier to be occupied by any person other than those authorised as aforesaid during the term of this Licence to Reside.

4. 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 ACCOMMODATION OR PREMISES, OR IN OR ON ANY PART OF THE COMPLEX SAVE WITH THE EXPRESS PERMISSION OF THE LICENSOR UNDER PUBLISHED GUEST POLICIES AND GUIDELINES AT ANY TIME. (<http://www.ucd.ie/residences/residential-services/policies-and-procedures-repository/>).
5. To keep all furniture, fixtures and fittings in the Accommodation and Premises in good and proper repair and to pay the cost to The Licensor to replace such items of the same as may be broken or destroyed during occupancy of this Licence to Reside beyond normal wear and tear with items of equal value to the satisfaction of The Licensor and not to remove or permit the same to be removed from the Accommodation, Premises or from the Complex.
6. Not to throw or deposit, or permit to be thrown or deposited dirt, rubbish, rags or any other refuse in or on the Accommodation, 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 The Licensor.
7. Not to alter the nature of his/her occupation of the Accommodation without the prior express approval of The Licensor and in particular not to;
 - a) part with possession of the Accommodation and Premises or of the keys of the Accommodation and Premises, or of a UCARD furnished by The Licensor for the purpose of gaining access to the Accommodation, Premises or the Complex; or
 - b) occupy, take possession of or accept keys in respect of any other part of the Complex (including Accommodation occupied by another student); or
 - c) enter uninvited, the Accommodation of any other occupier or of any other part of the Complex (other than permitted common parts).
 Furthermore the Occupier agrees to report to The Licensor immediately the loss of any key or UCARD and hand in immediately to The Licensor any other keys or UCARDs that come into the Occupier's possession. Furthermore the Occupier agrees to comply with all procedures put in place by The Licensor in respect of the electronic managed access system to the Complex.
8. To keep the interior of the Accommodation and 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 The Licensor against claims arising out of damage thereto (Accommodation inspections will be carried out during the year and The Licensor retains the right to enter as required to ensure reasonable condition for any new student who could book a room at any time) 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. The Licensor retains the right to access Accommodation and Premises as required for maintenance, surveying or any other purpose. The Licensor will ensure, where possible, to minimise occasions of access.
9. Not to keep a dog or any other animal, reptile or insect or other pet on the Accommodation, Premises or in or on the Complex.
10. 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 Accommodation and 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 Accommodation and Premises or to the structure, plasterwork or woodwork. Posters (paper) may be affixed to internal walls of the Accommodation and Premises (by agreement) by such means as shall not damage woodwork, paintwork or wall fabric.
11. Not to place or cause any obstruction in or on the Accommodation, 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 at any time).
12. Not to store or keep or permit to be kept in or on the Accommodation, 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 The Licensor.
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 Accommodation, Premises or in or on the Complex after that time shall be disposed of by The Licensor at its discretion without incurring any liability to the Occupier.
14. Not to permit the Accommodation, Premises or Complex 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 Accommodation, Premises or in or on any part of the Complex save with the express permission of UCD Residence Management, 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 Residence Management shall include in the first instalment of residential fees an insurance premium for an insurance policy in respect of all personal belongings kept in or on the Accommodation, 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 breach of the Covenants and Conditions herein or a breach of any of the Statutory Rules and Regulations and particularly the Fire Safety and General Safety Regulations by any occupier in their Accommodation, the Premises or within the Complex or any part thereof are brought to the immediate attention of The Licensor.
18. As circumstances require UCD Residence Management 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 The Licensor's requirement in this regard.
19. The function of UCD Residence Management, being a duly authorised representative of The Licensor 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 UCD Residence Management and shall thereupon become binding on the Occupier.
20. The Occupier acknowledges that any 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 Accommodation, Premises, or anywhere within 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 The Licensor whether by way of fine, or otherwise under any provision of this Licence to Reside, 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.