

# UCD Residences

## A Guide to Managing Breaches of Residential Rules



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## **INTRODUCTION**

The Management Team of the UCD Residences is charged with the orderly and harmonious running of the complex. In order to ensure a safe and enjoyable living environment, rules and regulations, which are binding on the occupier, have been put in place.

These rules and regulations can be found in the Second Schedule of the License to Reside.

Additional or alternative Rules and Regulations may be considered necessary by the Management Team and these will be deemed to be a firm part within the License following notification in line with the requirements set out in the License to Reside.

*SEE APPENDIX I*

## **THE MANAGEMENT PROCESS**

The process in Managing Breaches may take the form of one of three stages outlined below and including the procedures for escalation to the next level.

- **CATEGORY 1:**  
**On The Spot Verbal Warning**

This may arise during the course of the residency period where a minor infringement is identified and a decision is made by the UCD Residence Team that the infringement is of a nature that a warning will suffice. The warning and details of the incident will be documented and recorded on the Residents file, and may be reconsidered should further infringements occur. Failure to heed the warning may result in an escalation of the status of the incident.

- **CATEGORY 2:**

- A formal Meeting to the Residence Team Leader**

All documented incidents are reviewed by each Residence Team Leader on a daily basis. If an incident is deemed to be in breach of the Rules and Regulations, and warrants a formal meeting with the Team Leader, a letter will be sent to the residents of an apartment, or to individual residents if clearly identified, informing them of the requirement for a formal hearing. Such a hearing may result in Remedy Action being taken. The recommended Remedy Action will be reviewed and approved by the Manager of Residential Services or his or her nominee and will be notified in writing to the Resident.

Examples:

Unauthorised Party that had minimal disruption and was early in the evening

Unauthorised Hanging or Displaying of Articles within the premises or complex

Causing litter or dumping of rubbish

Unauthorised Overnight Guest

Causing a Disturbance

Not maintaining the interior of the Premises in a clean and hygienic manner

Minor damage

Incidents that are dealt with under this heading are assumed to be individual and clear breaches of the rules and regulations. Where an incident results in the breach of a number of rules individual minimum disciplinary actions may attach to each breach. Where an incident results in the breach of a significant number of rules and regulations which are deemed to be of a significant or major nature, or where it is a second or subsequent offence, the incident may be escalated to the next category.

- **CATEGORY 3:**

- A formal Referral Meeting to the Manager of Residential Services or His / Her Nominee**

Where a breach of the Rules and Regulations is deemed to be of a major and significant nature, a formal referral meeting will be arranged with the Manager of Residential Services, or his or her nominee. Incidents that are escalated to this category are deemed to be extremely serious breaches and it is advised that the Resident seeks representation.

Examples:

A Party resulting in major disruption

Failure to abide by the Universities Dignity and Respect Policy

Interference with Fire and Safety Equipment

Repeated Unauthorised Overnight Guests

Damage to property

Criminal Offences including Assault, Drugs, Trespass, Theft etc

Interference with Security Devices including CCTV, holding open of doors, disconnection of alarms etc

### ***Suspension of License***

Sometimes exceptional circumstances can arise where the University will immediately suspend the student's licence to reside without having to await the outcome of a formal investigation, which can often take time. Thus for example, if a student-resident reportedly has become a danger to his fellow students or others, the administrator is entitled to invoke the suspension procedure under which the Vice President for Students (or other senior officer of the University) must decide it is in the interest of the University to suspend the licence. Then, the student-resident must vacate the residence pending the outcome of any formal investigation (whether internal or external e.g. a garda inquiry). It is not envisaged this procedure (of suspension) will have general use but will be reserved for serious matters. A suspension will be of temporary duration i.e. until the facts can be established, after which it will either be removed or lead to a final revocation of the licence. There is provision for an appeal to the Residences Committee. For the full legal effect, please read the suspension clause carefully

## Range of Remedies Available

The following is a range of remedies available to the Residential Services Team. These remedies may be applied individually, or as a range where more than one breach has occurred.

GUIDE REMEDIES AVAILABLE BY LEVEL OF MANAGEMENT PROCESS											
	Refer to VP Students	Revoke License	Bar from Complexes	Refer to Gardai	Severe Reprimand	Additional Fine	Damage Repair Cost	Standard Fine	Ban Guests	Reprimand	Warning & Advise
Category 1											✓
Category 2							✓	✓	✓	✓	✓
Category 3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

### ALTERNATIVE EXAMPLES OF REMEDIES AVAILABLE WHERE ESCALATION IS REQUIRED

VP Students - Referral to Student Code	✓
Dignity and Respect Policy	✓
Revoke License	✓
Barr from Future Application	✓
Refer to Gardai	✓
Severe Reprimand	✓
Additional Fine	✓
Cost of Restitution of Damage	✓
Minimum Fine	✓
Ban Guests	✓
Recommendation on Apartment Rules	✓
Reprimand	✓
Warning & Advise	✓
VP Students - Place on Student Record	✓

## ***Appeals Procedures***

Where a License is revoked or a fine is imposed individuals have the right to appeal a remedy decision to an Appeals Board instead of the Manager of Residential Services. This right is detailed in the License to Reside and full details of the process are available for reference in the Reception Office of each complex.

### **CATEGORY 1 APPEALS**

Whilst there is no formal appeals process for a verbal warning any mitigating submissions made at this stage will be added to the Residents file. These submissions must be made in writing within 24 hours of the Warning / Advise and be lodged at the Residence Reception in the relevant location.

### **CATEGORY 2 APPEALS**

There are two appeal options following a Category two decision-

#### ***Option 1- Category 2 Appeal- Internal/Fast track review by Residences management***

An Appeal may be made under this category to UCD Residences. The resident needs to show firm evidence proving that the resident was not present or involved in breach of rules and regulations, or that there were substantial mitigating circumstances. The appeal must be made within 48 Hours of the decision, comply with the official guidelines for appeal and be addressed to: Breach of Rules Appeals, Category 2, Merville Residences, UCD, Belfield, Dublin 4

Where a resident is not satisfied with the outcome of a category 2 appeal and can show substantial reason for further review they may take a further appeal under category 3 (see section below)

#### ***Option 2- Category 3 Appeal-External / Independent process through the Office of the VP for Students***

A Resident can choose to have their Category 2 Breach appeal heard under Category 3 as a process independent from the Residences. For further information on a Category 3 appeal please see the section below.

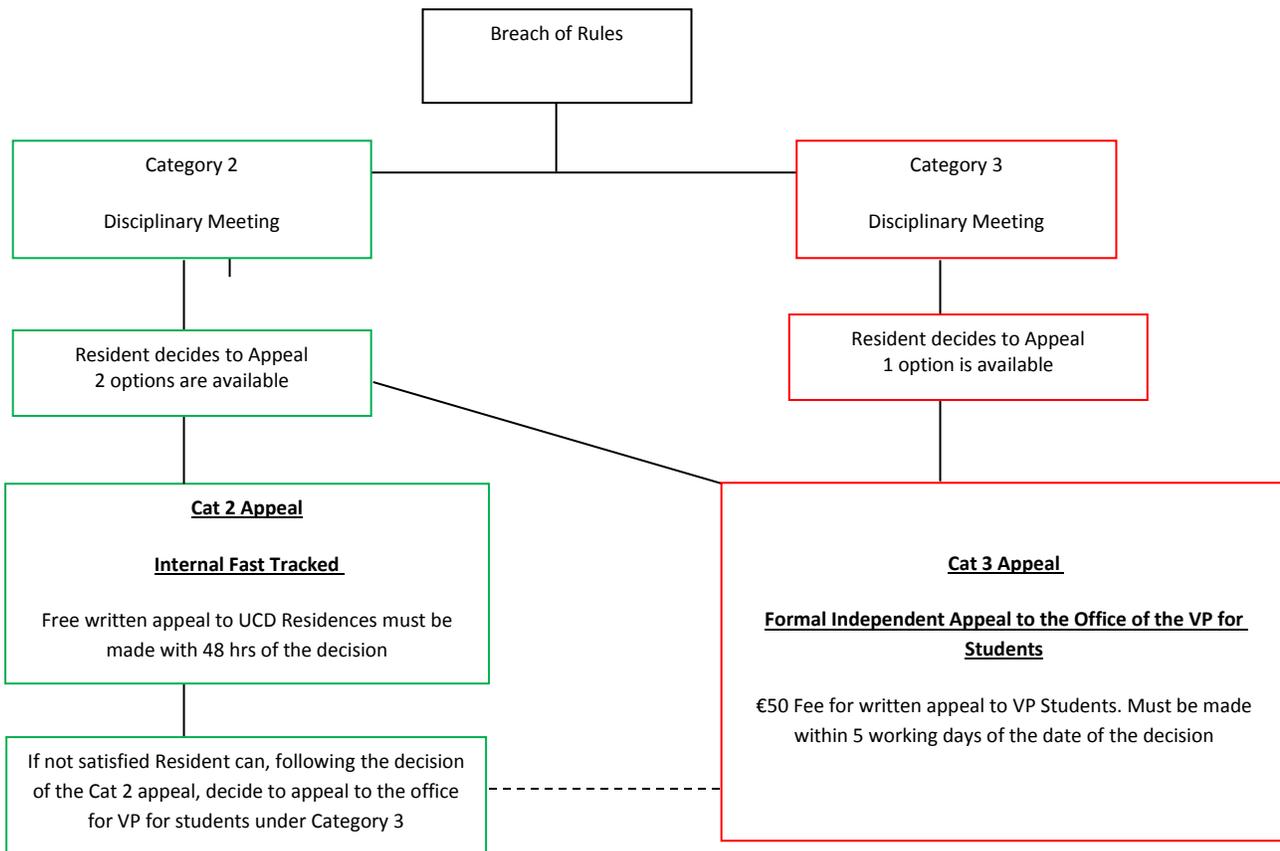
### **CATEGORY 3 APPEALS**

An Appeal may be made under this category to the VP for Students.

An Appeal under this category must be made in writing by 17.00 no more than 5 working days after the date of the decision, and must comply with the official guidelines for appeal. The written appeal should be addressed to: Breach of Residences Rules Appeal, The Office of the Vice President for Students, Tierney Building, UCD, Belfield, Dublin 4.

**A category 3 appeal is subject to a charge payable to the VP for Students if the appeal is unsuccessful.**

## Flow Chart for UCD Residences process for Managing Breaches of Rules and Regulations



### GUIDE TO STANDARD REMEDY ACTION PER RESIDENT

The information below is intended as a guide to standard remedies available to the Management of the Residences when incidents occur. Remedies may be imposed individually or as a combination of remedies.

A single incident may result in more than one breach of the rules and regulations. Each breach of the rules and regulations may attract its own remedy. Where there is a cumulative fine related to a single incident the maximum fine will be capped at €250. However, the decision may be referred to Category 3 as appropriate.

Where the combination of the breaches is deemed serious the matter may be referred to Category 3 of the Management Process.

Where a remedy is stated it refers to a remedy per individual rather than to a group of individuals unless otherwise noted

The list provides a sample of breaches and remedies and is not exhaustive

## GUIDE TO STANDARD REMEDY ACTION PER RESIDENT

OFFENCE TYPE	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence
UNAUTHORISED GATHERING	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>	
INTERFERENCE WITH FIRE SAFETY EQUIPMENT	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>		
DRUGS IN/ON COMPLEX/PREMISES	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>		
ASSAULT	<ul style="list-style-type: none"> <li>• Revoke License</li> <li>• Refer to Gardai</li> </ul>		
THEFT	<ul style="list-style-type: none"> <li>• Revoke License</li> <li>• Refer to Gardai</li> </ul>		
TRESSPASS / UNAUTHORISED ENTRY TO A PREMSIS	<ul style="list-style-type: none"> <li>• Revoke License</li> <li>• Refer to Gardai</li> </ul>		
UNAUTHORISED OVERNIGHT GUEST	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>	
INTERNAL VANDALISM / PROPERTY DAMAGE	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Cost of Damage</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> <li>• Refer to Gardai</li> </ul>	
INTERNAL VANDALISM / PROPERTY DAMAGE – PERSON UNKNOWN	<ul style="list-style-type: none"> <li>• Cost of repair apportioned to each Resident in the Halls or apartment</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of repair apportioned to each Resident in the Hall or apartment</li> </ul>	
ANTI SOCIAL BEHAVIOUR / DISTURBANCE	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Reprimand</li> <li>• Option to revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Fine €200</li> <li>• Severe Reprimand</li> <li>• Option to revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
SMOKING IN BUILDINGS	<ul style="list-style-type: none"> <li>• Fine €150</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum fine under legislation or Revocation of License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
ALLOWING A PERSON SMOKE IN A BUILDING	<ul style="list-style-type: none"> <li>• Fine €150</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum fine under legislation or Revocation of License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>

<b>ABUSIVE BEHAVIOUR</b>	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Severe Reprimand</li> <li>• Referral under Dignity and Respect Policy</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>	
<b>HARRASSMENT</b>	<ul style="list-style-type: none"> <li>• Fine €250</li> <li>• Severe Reprimand</li> <li>• Referral under Dignity and Respect Policy</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>	
<b>DRINKING IN PUBLIC AREAS</b>	<ul style="list-style-type: none"> <li>• Fine €100</li> <li>• Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Fine €200</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
<b>TAMPERING WITH WIRELESS ROUTERS</b>	<ul style="list-style-type: none"> <li>• Fine €150</li> <li>• Cost of Repair / Replacement</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>	
<b>POOR HYGEINE / HOUSEKEEPING</b>	<ul style="list-style-type: none"> <li>• Cost of contract cleaner</li> <li>• €50 fine per person involved</li> </ul>	<ul style="list-style-type: none"> <li>• €75 fine per person</li> <li>• Severe Reprimand</li> <li>• Cost of a contract clean</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
<b>FAILURE TO EVACUATE ON SOUNDING OF FIRE ALARM</b>	<ul style="list-style-type: none"> <li>• €50 Fine</li> <li>• Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• €100 Fine</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
<b>LEAVING BUILDING SECURITY DOORS OPEN – PERSON KNOWN – PERSON NOT KNOWN</b>	<ul style="list-style-type: none"> <li>• €100 Fine</li> <li>• Severe Reprimand</li> <li>• €25 Per Resident of the house</li> </ul>	<ul style="list-style-type: none"> <li>• €200 Fine</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
<b>UNAUTHORISED ENTRY</b>	<ul style="list-style-type: none"> <li>• €100 Fine</li> <li>• Severe Reprimand</li> </ul>	<ul style="list-style-type: none"> <li>• €200 Fine</li> <li>• Option to Revoke License</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>
<b>UNAUTHORISED OBJECTS IN BUILDING (E.G. BICYCLES, BOLLARDS, TROLLEYS)</b>	<ul style="list-style-type: none"> <li>• €100 fine</li> </ul>	<ul style="list-style-type: none"> <li>• €150 fine</li> </ul>	<ul style="list-style-type: none"> <li>• Revocation of License</li> </ul>

**Note: Where there is a Revocation of a License this will automatically include a bar from reapplying for Residences in the future and the matter will in addition be referred to the VP for Students for consideration under the Universities Student Code. In all other decisions it will be at the discretion of the Manager for Residential Services or his / her nominee whether or not to also refer the matter on under the Universities Student Code in addition to UCD Residences action.**

The above is a guide to standard remedies. It is benchmarked against leading Irish and International Universities. Where deemed appropriate the MRS may escalate this to a Stage 3 Issue, and / or refer it under the Universities Student Code

## DEFINITIONS

Unauthorised Gathering	An unauthorised gathering is reviewed on a case by case basis depending on the number of occupants in an apartment and circumstances of the gathering.
Smoking in Buildings	This refers to all internal area including common areas, doorways, halls, living/kitchen space, bathrooms etc
Allowing a Person to Smoke in a Building	This refers to allowing a fellow resident or guest to smoke within an apartment or other part of a building without reporting it to the Residential Services Team
Tampering with Wireless Routers	This includes the defacing, removing, or disconnection of the routers and or relevant power or data leads both within the apartments and in common areas
Interference with Safety & Fire equipment	Interfering with fire and safety equipment (sensors, break glass units, extinguishers, sounders, alarm panels etc), notices, and purposely blocking a means of escape or disabled refuge area
Drugs	Any form of illegal drug or unlawful substance as identified in Irish Law
Abusive Behaviour	Any form of behaviour that may be deemed as unlawful in Irish Law, or not compliant with the Universities Policy on Dignity and Respect
Harassment	<b>Harassment</b> refers to a wide spectrum of offensive behaviour. The term commonly refers to behaviour

	intended to disturb or upset, and, when the term is used in a legal sense, it refers to behaviours which <i>are</i> found threatening or disturbing. <a href="#">Sexual harassment</a> refers to persistent and unwanted sexual advances. Any form of behaviour that may be deemed as unlawful in Irish Law.
Unauthorised Overnight Guest	All non residents must leave the Residence Complex prior to 23.30. Any non resident within the complex after midnight will be deemed to be an overnight guest. Hosts are responsible for the behaviour and actions of their guests. This is an express violation of the License to Reside.
Unauthorised Entry	This refers to any person found to be entering residences by other means other than through access gates e.g. Jumping or climbing over or under gates/fences, using or passing a student card for unauthorised Entry

Antisocial Behaviour / Disturbance	Any behaviour deemed to be anti social and which interferes with the general enjoyment of the residences, and the harmonious and safe management of the Residence Complex
Vandalism / Damage to Property	Defacing of, or damage to University or another person's property, whether deliberate or accidental
Drinking in a Public Area / Alcohol Policy	Drinking Alcohol anywhere outside of the Residents own apartment including common areas within the buildings
Poor Housekeeping / Hygiene	Basic levels of housekeeping and hygiene are expected of all Residents. Breaches include cleanliness of apartment, poor waste / bin management etc
Trespass	Includes entry, unauthorised by the Residences Management, into any of the Residence Complex buildings or apartments
Theft	The removal of a person's property without prior authorisation or any other definition under Irish Law
Assault	Any form of assault as defined by Irish law
Criminal Activity	Any form of Criminal Activity as defined by Irish law
Cost of Restitution of Damage	This is not a fine and may be imposed as well as or instead of a fine or alternative remedy to pay for the reinstatement cost of damage caused.
Dangerous Materials	Any dangerous, combustible or unlawful substance or material or weapons or 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

## APPENDIX 1

# 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 appurtenances 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.

