

STUDENT ACCOMMODATION MAYNOOTH

HOUSING CONTRACT

2017 – 2018

This is a legally binding contract between STUDENT ACCOMMODATION MAYNOOTH (hereinafter called "S.A.M.") and enrolled and enrolling students.

In consideration of payments made, the student is entitled to occupy the residential block and to utilise the services provided by S.A.M., subject to the terms set forth in this housing contract. The housing contract, when appropriately signed and submitted, becomes effective upon its acceptance by S.A.M. and is binding for the full academic year.

The academic year comprises of the following calendar periods:

11th September 2017 - 1st June 2018 (36 weeks)

The complex closes for Christmas Holidays on 22nd December 2017 and reopens on 2nd January 2018. All residents must vacate their rooms for this period and no rent is charged during the closed period.

Deposit

A deposit of €500 is required to reserve accommodation in SAM.

This deposit is non refundable and is held as a security and damage deposit throughout the academic year. It is refunded subject to inspection at the end of the contract..

For incoming 1st year students €400 of this deposit will only be refunded if a student does not get offered a place in Maynooth University. A written cancellation is required within 3 days of 1st round CAO offers.

Rules of Occupancy

- This housing contract is not transferable. A name tag will be placed on the door of the room that is allocated to you, this is not to be removed. Students are **not allowed** to change rooms at any time without first consulting the Accommodation Manager.
- Your keys and card should never be given to a nonresident. If security is breached the **cardholder will be fully liable**.
- At the end of your stay the overall building, its contents, and your room will be inspected by the Accommodation Manager. **Deductions will be made from your deposit for any losses, breakages or damage caused.**
- Your Keys and Card must be returned to the Accommodation Office following the inspection.
- Should you wish to have an overnight guest, you must inform the Residence Officer or Accommodation Manager beforehand.
- For security reasons residents on the ground floor are advised to keep their windows closed at all times.
- The Fire door that is located in the ground floor must be kept shut at all times.

House Rules

- **Smoking is strictly prohibited** in the accommodation block at all times.
- Use or possession of substances defined as narcotics or controlled substances is **strictly prohibited**.
- **No Parties are permitted.**
- **Intimidating, threatening or violent behaviour (physical / verbal) will not be tolerated.**
- **Excessive noise** will not be tolerated after 10.30pm.
- **Fees are to be paid 'per semester' in advance.** Access to the building will be denied if fees are not paid in time.
- **The cost of repair (or replacement) of any goods damaged or broken in the Accommodation Blocks will be incurred by residents. Parent(s) / Guardian(s) will be fully responsible for payment of fines incurred by the resident.**
- The Residence Officer has the right **to insist that a nonresident leave**, and has the authority to enforce all of the above rules.

Violation of any of the above conditions will result in immediate termination of housing contract without refund.

In accepting the terms of this housing contract, the student agrees to abide by all Student Accommodation Maynooth policies and Laws of the Republic of Ireland.

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Fines

Excessive noise	€40	10.30pm - 12.00am
	€80	12.00am - 02.00am
	€120	02.00am - onwards
Parties	€100	(per resident present)
Unauthorised Visitor(s) after 12am	€40	
Unauthorised Overnight Guest(s)	€100	
Replacement of lost key	€50	
Drugs /Illegal Substances	Immediate termination of contract and Parent(s) / guardian(s), police will be notified.	

**Repeated fines will result in immediate termination of contract, this is at the full discretion of the Accommodation Manager.
Parent(s) / Guardian(s) will be fully responsible for payment of all fines incurred by the resident.
All fines are to be paid within one week.*

Fire Safety

Please read the "Fire Action" information sheet in your corridor. In the event of a fire, follow the instructions as outlined. Fire officers from the student body are to be appointed at the start of the academic year for each section of the house. Please leave the building during a fire alarm or drill and cooperate with the fire officers.

- S.A.M. Management reserves the right to inspect the premises at any time during the contract period.
- I understand and agree that I am prohibited from climbing onto outside ledges.
- I understand and agree that S.A.M. assumes no liability for personal property lost through fire or theft.
- I understand and agree that S.A.M. assumes no liability for personal injury while residing in our house.
- I agree to rent the room that I am assigned on the terms and conditions set forth, for the session 2017-2018.
- I agree to abide by all regulations established for S.A.M. housing occupancy.

Applicant's Signature : _____

***Parent/Guardian's Signature :** _____
(*applies to undergraduate students only)

Signature for & on behalf of
Student Accommodation Maynooth : _____

Date : _____

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Conditions for Academic Year 2017/2018

STUDENT ACCOMMODATION MAYNOOTH (the "Operator")

Terms and Conditions binding upon and accepted by the Occupier

1. Introduction

The Occupancy Licence and these Terms and Conditions (together referred to as the "Licence") represent the entire agreement and understanding of the parties in connection with the occupation and use by the Occupier of the Unit save only in respect of any rules or regulations which may be made from time to time by the Operator and/or for the orderly use and management of residential accommodation on the Campus which, when notified in writing to the Occupier or otherwise published, shall be deemed to form part of this Licence and, save as aforesaid, no other terms and conditions, whether expressed or implied, shall be binding upon the Occupier unless reduced to writing and signed by a duly authorised officer of or representative on behalf of the Operator.

2. Validity

- a) This Licence is only valid for the following calendar periods:- 11th September 2017 – 22nd December 2017, 2nd January 2018 – 1st June 2018.
- b) The entire complex fully closes for the Christmas Holiday Period from Friday the 22nd of December 2017 until Tuesday the 2nd of January 2018. There is no access whatever to either the unit, the building or the entire complex during the Christmas Holiday Period and no one is allowed to stay in the units/building during that time.
- c) This Licence is personal to the Occupier who must be 18 years or more on September 11th 2017 and may not be assigned, sub licensed or otherwise dealt with, in whole or in part, by the Occupier without obtaining the prior written consent of the Operator. Student Accommodation Maynooth is an over 18's complex and no deviation of this can occur. All guests of occupants must also be over 18 years of age.

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3. Use of accommodation

a) The Occupier agrees not to use or permit the Unit to be used otherwise than for residential purposes (this prohibits, inter alia, use of the Unit or its address for commercial purposes).

b) The Occupier agrees not to share possession of the Unit or any part thereof with any person (other than those recognised occupants or those holding under a similar licence in respect of the other Units in the Building only) or to permit the Unit hereby licensed to the Occupier to be occupied by any person other than those authorised as aforesaid during the term of this Licence.

c) The Occupier agrees not to expose any bottles, containers or other articles in the area of the windows of the Unit or of the Building, nor 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 Unit or outside, in or on the Building or the Complex, and in particular not to affix any such or other item to the inside walls of the Unit or the Building, including the structure or plasterwork therein. If found to be in breach of this clause the Occupier will be subject to a €20 fine for each and every instance.

d) The Occupier agrees not to place or cause any obstruction (for example sports or musical equipment) in or on the Unit or in or on any other part of the Building and in particular not to place any shopping trolley, traffic cone, vehicle, motor cycles or bicycles, therein or thereon save in such locations as may be designated for the parking or storing of same. Bicycles are permitted to be stored under the stairway in each building only. If a trolley is removed from a supermarket, it must be immediately returned. Owners of bicycles or trolleys found in Units or hallways other than in designated storage area within the Building will automatically be fined €20 for each and every instance.

e) The Occupier agrees not to expose any washing or wearing apparel or any linen in or on any part of the Unit, the Building or the Complex and not to carry out or permit to be carried out any laundering or other similar activities in the baths, wash basins, sinks or cisterns in the Unit.

f) With the exception of a guide dog (which shall in every instance be notified in writing to the Operator), the Occupier shall not keep a dog or any other animal, reptile, insect or other pet in or on the Unit or in or on the Complex. Where a guide dog is kept in the

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Complex, the Occupier is responsible to clean up after the dog and ensure that the faeces is properly disposed of in a suitable, sanitary manner.

g) Sports or games are not permitted in or on the Unit, Building or Complex and will be subject to a fine of €20 for each and every instance.

4. Responsibility

a) The Occupier is responsible for the condition of the Unit and Building, and for what happens therein, from the moment they receive their key and fob until the end of the Licence Period.

b) Occupiers must not open the door of their Unit to strangers at any time – day or night. To do so poses a very serious security risk to the Occupiers, who must accept both the responsibility and consequences of such actions. A member of the Operators security staff ("Security") must be informed of any incident as soon as it occurs. The emergency security number is 086 8202827/ 087 1433150/01 6286391.

5. Payment of Occupancy Fees

The Occupancy Fee shall be paid in accordance with the particulars and payments shall be in such manner as the Operator may from time to time determine. Accounts not paid or receipts of payment not returned by the due date automatically incur an administration charge of €60 and this Licence will become forfeit within five days of receipt of notice to that effect from the Operator.

6. Behaviour

a) Occupiers are at all times expected to;

(i) Behave in a manner which does not distress, embarrass or intimidate fellow residents or staff and/or interfere with other people's rights or property. Breach of this clause will be considered a serious offence and may result in this Licence being revoked upon review of any complaint made.

(ii) Behave in a peaceful and civil fashion in your interaction with fellow residents, staff and visitors/guests to the Apartments, both in the apartments and in the Complex and surrounding areas.

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(iii) Identify yourself to Security or the Operator upon request.

b) Anti-social behaviour will not be tolerated, and any Occupier seen to be acting in an anti-social manner will have a fine of €100 imposed against them for each and every instance and may result in this Licence being revoked.

7. Visitors/Guests

Occupiers are responsible for their visitors/guests and will be held liable for their actions. Visitors/guests are permitted between the hours of 7am and 11pm. The Occupier may have an overnight guest outside these hours in accordance with the Operator's Overnight Guest Policy. Any attempt to be seen in breach of these policies will result in a fine of €80 (per non resident) being levied against the Occupier for each and every instance.

8. Parties / Noise

The Occupier shall not hold parties in or on the Unit or in or on any part of the Complex nor play musical instruments or radios, televisions or other sound producing apparatus in such a manner as to cause distraction or nuisance to other Occupiers at any time. A "no noise" policy is in place between 10.30pm and 7.00am. Noise is considered a nuisance when sound can be clearly heard outside the Unit. Where Security break up a gathering, Occupiers must return to their own accommodation immediately on their instruction. A fine of €60 will be imposed for noise and a fine of €100 for parties for each and every instance.

9. Keys / Access

a) On payment of the First Semesters fees the Occupier is provided with a key and fob to access the building. Occupiers can only have one key & fob at any time.

b) The Occupier must not, under any circumstances, part with the possession of any access key or fob to the Unit or any security card for the purpose of allowing another to gain access to the Unit or the Complex and shall report any loss thereof immediately to the Operator. In the case of loss or theft, a temporary key and fob valid for up to 7 days for which there is a charge of €5 for each and every instance will be issued.

c) In the event that the Occupier is locked out of the Unit out of hours it is the responsibility of the Occupier to contact Security and arrange to collect an access key

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and fob. Should the Occupier require an access key and fob to the Unit a charge of €5 will apply for each and every instance.

d) If the occupier loses a key or access fob or both there will be a charge of €50 per item lost. This charge must be paid before a new key can be issued. (This can't be deducted from the deposit mid term)

10. Building Safety

a) For the safety of all Occupiers all doors must be kept closed. Occupiers and their visitors/guests must enter only via the front or main entrances and must never jump or climb gates/fences. The main security door to the Complex is to be used between 11pm and 7am. Breaches will be subject to a fine of €100 for each and every instance. Emergency doors are for emergency use only. Windows are not to be used for access/ egress.

b) Occupiers must not allow people whom they do not know to enter any part of the Complex. Unit doors and windows must be locked when the Occupier is absent from the Unit, even if it is only for a short time. Any Occupier who jeopardises the safety or security of the Complex, by leaving main doors or windows open, entering or exiting via windows, propping open doors or letting in strangers, entering or exiting via fire doors will be subject to fine of €100 for each and every instance and will face disciplinary action.

c) Unit doors found on the latch will result in a fine of €5 to each Occupier of the Unit. In the case of the Unit door, the individual Occupier will be fined €5 for each and every instance. Repeated incidents will be viewed as a breach of building safety and will be subject to a fine of €100 for each and every instance. Any damage caused to the door lock by doors being left on the latch must be paid by the Occupier.

11. Health and Safety

a) The Occupier agrees to cook only in the kitchen of the Building and not to undertake any cooking or otherwise prepare any food in the Unit, the Building or within the Complex. The Occupier agrees not to dispose of any materials into any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving the Complex.

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b) The Occupier agrees not to use, store, keep or permit to be kept in or on the Unit or in or on any part of the Complex any dangerous, combustible or illegal substances or materials whatsoever and to report immediately the presence of such substances or materials to the Operator.

c) The Occupier agrees not to interfere with or over load any electrical apparatus installed in the Unit and not to install any additional electrical wiring, gas, piping or portable gas, paraffin or electric heaters in the Unit, the Building or any common room or other part of the Complex.

d) The use of candles and chip pans in the Building, including the Unit, is strictly forbidden.

12. Fire Safety

a) The Occupier agrees to abide by all Fire Safety and other Regulations for the safe and orderly management of the Unit, the Building and the Complex as may from time to time be imposed and to acquaint himself/herself with these regulations and emergency escape routes and not to interfere in any manner with the fire safety, and/or security equipment, and to participate in any fire drills which may be held. Occupiers 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 €20 for each and every instance. Occupiers who deliberately tamper with fire safety equipment or signs will face possible eviction, be liable to criminal prosecution. Occupiers whose visitors/guests deliberately tamper with fire safety equipment will be similarly treated. Occupiers are referred to the Fire Services Act 1981. Penalties include both a €634 fine and a six month jail sentence at the discretion of the court.

b) Occupiers shall report any instances of abuse of the fire safety equipment to Security or the Operator in the interests of all Occupiers who rely on the equipment in an emergency.

c) The Occupier agrees to attend a Fire and Emergency Procedures Briefing to be arranged by the Operator within the first 6 weeks of arrival. If the Occupier fails to attend the briefing, a fine of €25 will be deducted from the Booking/Cancellation/ Damage Deposit.

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13. Furniture and Fittings

a) The Occupier agrees to keep all furniture, fixtures, fittings, appliances and articles in the Unit and Building in good and proper repair and to pay to the Operator an amount equivalent to the replacement cost of such items of the same as may be broken or destroyed during the currency of this Licence. All or any works to the Unit are to be approved and undertaken by the Operator only. The Occupier agrees not to bring in any furniture to the Unit and shall immediately remove same on the instruction of the Operator. The Inventory/Room Contents Sheet provided on arrival is the official record of the contents of the Unit at the time the Occupier takes possession of it. Occupiers must check the contents and condition of the Unit and note any discrepancies / defects on the forms at the commencement of occupation. Failure to do this may result in the Occupier being charged with these defects (if any) on vacating the Unit. The forms should be returned to Operator within 24 hrs of taking up occupancy.

b) The Occupier agrees not to remove or permit the furniture, fixtures and fittings, appliances or articles to be removed from the Unit.

c) A fine of €100 may also be imposed on top of any repair / replacement costs for each and every instance.

14. Damage / Defacing Property

a) The Occupier is responsible for any damage caused to the Unit, Building or Complex as a result of negligence, accidental or otherwise, or as a result of their visitor/guest's actions and is responsible for any repair/replacement costs of same to the equal value and satisfaction of the Operator. All damages must be paid for as they arise. This includes damage caused to door locks by doors being left on the latch.

b) A fine of €100 may also be imposed on top of any repair / replacement costs for each and every instance.

15. Cleaning / Inspections

a) The Occupier agrees to keep the interior of the Unit in a clean and hygienic condition at all times as is deemed reasonable by the Operator (this includes all fixtures, fittings and installations therein). The Occupier agrees not to damage same and to indemnify the Operator against all claims arising out of damage thereto. Housekeeping inspections will be carried out regularly as is deemed necessary to ensure that Units are kept in proper condition and that there are no maintenance defects. When Units are found to be

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in poor condition the Occupier will be given one week in which to remedy matters. The Unit will then be re-inspected. If on re-inspection the Unit has still not been adequately cleaned or maintained a professional cleaner will be employed to clean the unit and the Occupier will be charged for this service. The decision of the Operator is final and binding.

b) All Occupiers are expected to have the Unit clean and tidy for the arrival of any new Occupiers during the year. As much advance notice as possible will be given to existing Occupiers of new arrivals, however, the onus is on the Occupier to ensure the Unit is well maintained at all times.

16. Repairs / Maintenance

a) The Occupier shall not impede the Operator or its agents or workmen entering the Unit for the purpose of examining the state of repair and condition thereof or for the purpose of carrying out preventative pest control measures or effecting repairs and renovations to the Unit, the Building or any part of the Complex for which the Operator may be liable.

b) If the Operator requires the Occupier to vacate the Unit during the term of this Licence, by virtue of necessary alteration, repairs or decoration having to be carried out to the Unit, the Building or the Complex or by virtue of such other circumstances as the Operator may reasonably consider requires vacation of the Unit, the Occupier shall vacate the Unit within such period as the Operator may stipulate PROVIDED THAT alternative accommodation is made available to the Occupier by the Operator for the period for which the Operator requires vacation of the Unit by the Occupier. The Operator shall not be liable for any loss, cost or expense suffered by the Occupier by reason of vacation of the Unit or the substitution of alternative accommodation in accordance with this clause.

17. Rubbish

The Occupier agrees not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in or on the Unit or any part thereof or in or on any part of the Complex and at all times to make use of the communal rubbish bins in respect of such items. A fine will be levied against Occupiers found to be in breach of this rule. Any items or food identified as thrown from windows will incur a fine of €100 for each and

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every instance and cleaning costs in respect of same shall be the responsibility of the relevant Unit or Occupier.

18. Consumption of alcohol and Smoking

The consumption of alcohol is not permitted on the Complex or in the corridors outside the Units. An Occupier wishing to consume alcohol should do so in the confines of their Unit and is expected to do so in a responsible manner. Being under the influence of alcohol will not be accepted as an excuse to either explain or justify irresponsible behaviour. If the general permission to consume alcohol is abused it may be limited or withdrawn. Occupiers found consuming alcohol on the Complex or corridors outside their Unit will be fined €25 for each and every instance. Smoking is prohibited at all times in the Complex and Units.

19. Privacy

The Operator reserves the right to enter the Unit. Advance notice will normally be given unless in the event of a deemed emergency. The necessary access of the Operators Office for both scheduled and unscheduled maintenance and Fire Wardens are exceptions.

20. Fines

A full list of fines is attached hereto. Should fines exceed €300, the Occupier is required to increase their security deposit accordingly within 30 days of the fine being issued.

21. Motorised Vehicles

Parking is allocated on a first come first served basis in the car park adjacent to the student accommodation complex. Parking is at the Occupiers own risk and no responsibility will be taken by the Operator for loss and damage to cars or the contents thereof. All cars must display current car permits which can be applied for upon registration. Permits are non transferable and must be returned at the end of the academic year.

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22. Contact by Email

The Operator will contact Occupiers through the residences mailing lists. The email address as per their booking form will be used for this purpose. This includes, but is not exclusive to, housekeeping inspection notices, bed bug spraying, ad hoc notices regarding the Complex. It is the Occupier's responsibility to regularly check their email for such notices.

23. Insurance

The Operator does not provide insurance, has no responsibility for and is exonerated from any and all liability for any loss of valuables or personal belongings kept in or on the Unit, the Building or the Complex which shall remain at the sole risk of the Occupier.

24. Room Changes

The Operator reserves the right to change the Unit the Occupier has been allocated to before the Occupier takes up occupancy. During the term of this Licence if the Occupier wishes to move to another Unit and one is available, an administration charge of €25 will apply for each and every instance. Additional deposits and rental charges may also be payable by the Occupier.

25. Third Parties

a) This Licence is with the Occupier and third parties are not parties to this Licence in any way. Even if third parties (e.g. parents) have paid deposits or rental charges, this Licence is between the Operator and the Occupier only. For the purposes of this Licence, 'third parties' mean any person or persons other than the two parties to this Licence, being the Occupier and the Operator. This phrase includes, but is not restricted to, parents, siblings, spouses, relatives, employers, sponsors, partner universities, the media and agents wishing to carry out student surveys.

b) All information held on the Operator's systems is confidential. This remains true whether or not the student is over eighteen years of age. There are three exceptions to this confidentiality.

- in cases of emergency;

- in cases where the student has given express permission in writing;

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- when a written signed request is made by the Gardaí stating that the information is needed to prevent, detect or investigate a criminal offence.

26. Termination of Licence

a) If at any time the Occupancy Fee specified on the Occupancy Licence or any covenant, term, condition or agreement on the Occupier's part herein contained or any rules or regulations for the time being relating to the Complex, the Building or the Unit shall not be performed or observed by the Occupier, then without prejudice to any other rights or remedies or any existing claim or claims which the Operator may have against the Occupier the Operator may in its sole and absolute discretion revoke this Licence and terminate the within licence agreement upon giving 7 working days notice in writing to the Occupier. The Operator may give such notice in writing by delivering it by hand to the Unit or sending it by ordinary post addressed to the Occupier at the Unit. Upon the service of such notice and the expiration of the said notice period, the Licence hereby granted shall be deemed to be duly revoked and determined by such notice and Occupier shall be obliged to vacate the Unit within the said notice period.

b) An appeals process exists to review the appropriateness of the initial decision by the Operator only in the case where this Licence has been terminated. If the Occupier wishes to make an appeal in the case of a licence termination in accordance with this clause 27 they may do so by submitting a typed letter of appeal to the Operator.

c) Appeals must be received by the Operator within five days of the date of the decision letter. Occupiers will only have one opportunity to appeal a particular decision. Occupiers who do not schedule and attend a disciplinary hearing will forfeit the right to appeal a decision.

d) The outcome of the appeals process will either:

- Affirm, modify or reverse the findings of responsibility made by the Operator; or
- Affirm or modify the sanctions imposed by the Operator.

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e) In all cases Occupiers are expected to comply with sanctions while an appeal is pending, unless a request for a stay of sanctions (postponement) has been submitted in writing to the Operator and that request has been granted.

27. Refund of Deposit

a) The Booking/Cancellation/Damage Deposit will be refunded to the Occupier upon expiry of the Licence, provided that the terms and conditions of this Licence have been complied with in full.

b) Any outstanding fines, damages and administration charges will be deducted from the Deposit.

c) Occupiers who have been evicted from their Unit as per the preceding clause will not be entitled to a refund of the Booking/Cancellation/Damage Deposit.

28. Departure

a) At the end of the Licence Period, the Occupier agrees to immediately vacate the Unit and to remove all personal effects and belongings from the Unit. Failure to do so may result in the Occupier incurring overnight charges at summer business rates until all such personal effects and belongings are removed. Any personal effects or belongings, including bicycles, left in or on the Unit or in or on the Complex after the expiry of the Licence Period may be disposed of by the Operator at its discretion without incurring any liability to the Occupier. Occupiers must ensure all Units are left thoroughly cleaned and ready for the next occupants. Failure to do so will result in cleaning fines being levied against Occupiers and in the case of shared living spaces the cleaning fines will be divided between all Occupiers of the Unit, irrespective of when they vacated the Unit. Details of cleaning fines will be detailed in the departure letter provided to each Occupier. The decision of the Operator is binding in this regard and correspondence will not be entertained.

b) In the event of cancellation or early vacation of the Unit, which must be notified to the Operator in writing, no refund of any pre payment or deposit shall be made until a

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replacement Occupier is found. In all such circumstances, an administration charge of €100 shall be retained by the Operator.

c) Should an Occupier choose to leave early due to any complaint about the Unit or other Occupiers or their guests, no refund will issue if a complaint has not been made in writing and the Operator has not been afforded an opportunity to resolve the complaint.

Signed:

Occupier

Guarantor

On Behalf of Student Accommodation Maynooth