

STUDENT ACCOMMODATION MAYNOOTH

LICENCE FOR STUDENT ACCOMMODATION 2020-2021

Explanation: This is a legally binding Licence for the Student to occupy an allocated room the (“**Room**”) in the Student Accommodation premises. This Licence Agreement is between Student Accommodation Maynooth (“**SAM**”) and the student (“**Student**”). Parents/Guardians are required to sign a Guarantee. This is **not a private residential tenancy or a lease, and the provisions of the Private Residential Tenancies Act 2004 (as amended) do not apply to this Licence**. This Licence Agreement only comes into effect when it has been signed and payments have been received by SAM. If you have any queries, please discuss this with:

Muireann Ní Chrualaóí,
Manager Student Accommodation Maynooth,
SVD House,
Moyglare Road,
Maynooth,
Co. Kildare

Email: info@studentaccommodationmaynooth.ie

BETWEEN

1. **Student Accommodation Maynooth**, Moyglare Road,
Maynooth, County Kildare (“SAM”), and

_____ (Applicants Name)

IT IS HEREBY AGREED as follows:-

1. Grant of Licence

- 1.1. This is a Licence, not a tenancy. This is a legally binding agreement between SAM and the Student.
- 1.2. The Student is given permission to occupy the Room, and use the communal facilities and areas, conditional upon them observing all House Rules.
- 1.3. The Student does **not** have exclusive occupation or possession of the Room or any other areas of SAM premises.

1.4. This Licence is personal to the Student, and is not transferable and cannot be assigned to another person.

2. This is not a tenancy agreement or a Lease

Nothing in this Licence shall create a relationship of landlord and tenant between the Student and SAM, nor give the Student any legal estate or proprietary interest in their Room.

3. Permitted Use

The Student is given permission to occupy the Room for use as a temporary, student residence. This is conditional upon the Student being over 18 years old, and maintaining their status as a registered student with Maynooth University and/or the Divine Word School of English at all times during the Licence Period.

4. Duration of Licence

This Licence is granted for the following period (the “**Licence Period**”):

13th September 2021 – 29th May 2022

The complex closes for Christmas on 17th December 2021 and re-opens on January 3rd 2022. No residents are permitted to stay during the closed period and no rent is charged. Students can leave their belongings in their rooms.

5. Deposit

5.1. A deposit of €500 (five-hundred euro) is required to secure the booking.

5.2. Once available, the applicant must furnish a photocopy of either:

- (a) their CAO offer confirming their offer of a place in Maynooth University, or
- (b) their Maynooth University registration for the relevant year, or
- (c) their offer of a place at Divine Word School of English.

The photocopy will be checked to verify that the applicant satisfies the eligibility criteria per clause (3) above. Upon completion of this verification check, the photocopy will be returned to the applicant or securely shredded by the Licensor. In general, the photocopy will not be retained by the Licensor. If a place is offered or a Room is taken up on the basis of a forged, false or misleading document, the Licence shall be terminated per clause (20) of this Licence Agreement.

5.3. The deposit is **non-refundable except** for incoming 1st year students who fail to be offered a place in Maynooth University in which case €400 will be refunded subject to SAM's receipt of written cancellation from the Student within 3 days of 1st round CAO offers.

5.4. Once the Licence Period starts, the Deposit will be held as security for:

- Damage to the Room (over and above ordinary wear and tear)
- Damage to any other goods or property on the premises,
- Any Licence Fee arrears
- Any unpaid Fines (see clause (19) and (20) for further details)
- Any bills owed to SAM by the Student.

5.5. At the end of the Licence Period (or at its earlier termination), SAM will inspect the Room and will apply the Deposit against these items.

6. Licence Fee

6.1. On the signing of this Agreement, the Student must pay the Deposit.

6.2. Instalments of the Licence Fee are to be paid “per semester” in advance, commencing with the first instalment to be paid on **27th August 2021**. The second instalment must be paid on **12th December 2021**.

6.3. The Student must pay all subsequent Licence Fees (and any associated charges, to include any unpaid fines and/or bills) in full and on time. Student’s obligation to pay the Licence Fee and all associated charges applies regardless of whether or not they move into or use the Room. The Licence Fee will not be reduced in any way if your course dates do not correspond with the Licence Period.

6.4. **Unpaid bills:** if any bill is left unpaid, SAM will apply an administrative charge of at least €60 to the Student’s account. This is to cover the costs incurred in pursuing the Student and/or Guarantor for recovery of the unpaid bill. If the bill is left unpaid for 5 days, the Student will forfeit their Licence, and their Licence shall be terminated.

7. Insurance: SAM has no liability for personal items, belongings or possessions. These are not covered under any SAM insurance policy. If a Student requires insurance, it is the Student’s own personal responsibility to take out that insurance.

8. SAM’s rights SAM (and its staff and contractors) have the right to:

8.1. **Inspection:** Inspect the Room at any time during the Licence Period.

8.2. **Access:** Enter the Room at any time for any reason. Where this is due to an emergency (eg. fire, water-leak etc) this will be without notice to you. Where this is due to a security incident or breach of discipline, this will be without notice to you. In all other cases (such as for repairs, renovations, maintenance, preventative pest-control measures) SAM will do its best to give you 24 hours’ notice. The Student shall not impede SAM or its staff or workmen. SAM will issue you with a key for your room, and SAM will retain a key so that it can access the Room for these purposes.

8.3. **Remove and dispose of items:** SAM reserves the right to remove and dispose of any items

(including personal belongings) if they are noxious, offensive, dangerous, or cause a safety or fire hazard. If any unlawful substances or drugs or items are found, this will be immediately reported to An Garda Síochána without notice to the Student. Prior to the termination of this Licence, the student is required to remove all personal property and possessions from the Room and property, and to leave same clean and tidy, and to bear the costs (if any) incurred by SAM in making good any damage caused. SAM is at liberty to dispose of any property left behind.

8.4. House Rules: Require you to observe all House Rules, and to terminate this Licence at any time during the Licence Period if you breach any of the House Rules. SAM reserves the right to contact An Garda Síochána and/or the Student's parents/guardians without notice to the Student at any time if it suspects any illegal or dangerous activity.

8.5. Termination: SAM has the right to terminate this Licence at any time during the Licence Period. See clause 20 for further details.

8.6. Relocation: Require the Student to move to a different Room in the premises at any time, either once or several times during the Licence Period. SAM will do its best to give you at least 7 days' notice.

9. SAM's responsibilities

SAM will use its reasonable endeavours to

9.1. Contact Students by email through the residence mailing list. The Student's email address as per their booking form will be used for this purpose. Emails will be issued relating to matters including housekeeping inspection notices, bed bug spraying, ad hoc notices regarding the Complex. It is the Student's responsibility to regularly check their email for email notices.

9.2. Keep the premises in good structural repair, and to keep all communal areas clean and tidy (excepting and excluding the kitchen areas, which are to be kept clean and tidy by the licensees) and in reasonable repair and fit for use.

9.3. Provide laundry facilities for domestic use by Students.

9.4. Ensure that utilities are supplied (water, heating, electricity, wifi etc.), however, SAM is not responsible for any temporary loss of supply due to issues outside of its control (eg. storms, adverse weather, mechanical breakdown, local authority supply, action by commercial providers).

9.5. Keep the premises insured against fire and other risks but please note SAM is not obliged to and does not provide insurance cover for personal possessions, for any loss of valuables, or other belongings kept in the Room or around the Premises. Those remain entirely the sole responsibility of the Student.

10. House Rules

10.1. Any Student in breach of these House Rules will be subjected to disciplinary action (see clause 19) that could include the imposition of a Fine, or other disciplinary action up to and including the termination of the Student's Licence without notice (clause 20).

- 10.2. SAM reserves the right to take action against you and/or your Guarantor even if the Licence is terminated.
- 10.3. Every Student must cooperate fully with SAM staff in its control and management of the student accommodation.
- 10.4. SAM reserves the right to update and add to House Rules and Fines from time to time, to ensure that the accommodation remains a safe space for all.

11. House Rules: Your Room

- 11.1. The Student is given permission to occupy the Room for the Permitted Use set out at (2) above.
- 11.2. The Student is responsible for the condition of their Room, and for what happens therein, from the moment they receive their key and fob until the end of the Licence Period.
- 11.3. The Student is prohibited from carrying out any business or commercial activity within the Room.
- 11.4. The Student must not share possession of the Room or purport to “rent”, or “sub-let” or “assign” the Room to any other person.

11.5. Keys:

- (a) Upon payment of the first instalment of the Licence Fee, SAM will issue you with a key for your Room and a key-fob for the access to the building. The keys will be given on check-in once the first semester fees are paid in full and all relevant documentation has been received.
- (b) SAM will retain a key so that it can access the Room for the purposes outlined in this Licence.
- (c) A Student shall not change the locks to their Room or any other part of the premises.
- (d) A Student can only have one key & fob at any time.
- (e) The Student must not, under any circumstances, part with the possession of any access key or fob to the Room or any security card for the purpose of allowing another to gain access to their Room or the premises.
- (f) A Student shall immediately report any loss or damage to a key or key-fob immediately.
- (g) In the event that a Student is locked out of their Room out-of-hours, it is their responsibility to contact Security and arrange to collect an access key.
- (h) Where temporary replacement keys or key-fobs have to be issued, these will be valid for up to 7 days, and a fine will be imposed.
- (i) Where permanent replacement keys or key-fobs have to be issued, a fine will be imposed

and there will be a charge of €50 per item lost. This charge must be paid before a new key/key-fob can be issued. (This cannot be deducted from the Deposit).

11.6. Furniture and fittings:

(a) The Student agrees to keep all furniture, fixtures, fittings, appliances and articles in their Room, common room, kitchen in the premises in good, proper repair in good and proper repair and to pay to the SAM a fine together with 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.

(b) The Student agrees not to bring in any furniture to their Room or the premises and shall immediately remove same on the instruction of the Manager if any are found in their Room or the premises.

(c) The Inventory/Room Contents Sheet provided on arrival is the official record of the contents of the Room at the commencement of the Licence Period. Each Student must check the contents and condition of their Room and notify any discrepancies/ defects on the forms. The forms should be returned to the Manager within 24 hour of the Student taking up occupancy. Failure to do this may result in the Student being charged with these defects (if any) on vacating the Room.

(d) The Student agrees not to remove or permit the furniture, fixtures and fittings, appliances or articles to be removed from their Room or the premises.

11.7. Altering / Damaging / Defacing Property:

(a) The Student is responsible for any damage caused to their Room and/or the premises as a result of their negligence, accidental or otherwise, or as a result of their visitor/guest's actions. Each Student is responsible for any repair/replacement costs of same to the equal value and satisfaction of SAM. All damages must be paid for as they arise, and a Fine will be imposed.

(b) Students are not permitted to make any alterations or redecorations to their Room.
Any works are to be undertaken by SAM only.

(c) The Student shall not hang (or permit to be hung) any clothes or other articles or to exhibit any signboard, poster or advertising, or any placard, flag or banner outside, in or around the premises, and in particular not to affix any such to the inside walls of their Room or otherwise damage the structure or plasterwork. The Student shall not drill any holes or affix any nails, tacks, screws, drawing pins to walls or doors or surfaces. The Student is permitted to use blu-tack provided that it does not damage the wall and/or paintwork.

11.8. Clean Room and Cleaning

(a) The Student must keep their Room reasonably clean and tidy. The Student is required to keep their room free of any noxious or illegal drugs or substances.

(b) The Student must ensure that all waste is properly disposed of, to make use of the bins provided, and not to place any refuse in or about the premises.

(c) The Student agrees not to expose any bottles, containers or other articles in the

area of the windows of their room or the student accommodation buildings.

(d) The Student must not place (or permit to be placed) any musical instrument, sports equipment, bicycle, dustbin, or other obstruction of any nature in or upon the hall, landings, stairways, and/or paths.

(e) The Student agrees to keep the interior of their Room in a clean and hygienic condition at all times. Housekeeping inspections will be carried out regularly as is deemed necessary to ensure that Rooms are kept in proper condition and that there are no maintenance defects. When Rooms are found to be in an unsatisfactory condition the Student will be given 3 days in which to remedy matters. Their Room will then be re-inspected. If on re-inspection the Room has still not been adequately cleaned, then a professional cleaner will be employed to clean the Room. The decision of SAM will be final and binding in this regard. The Student will be charged for this service.

(f) Details of cleaning fines will be detailed in the departure letter provided to each Student.

(g) The Student shall return their Room at the end of the Licence Period in good and tidy and clean condition.

(h) The onus is on the Student to ensure their Room is clean and tidy at all times.

(i) The Student shall not throw rubbish or food or other out their windows.

11.9. Laundry

(a) Students are required to use the designated Laundry Facilities.

(b) Students are not permitted to carry out any laundering or other similar activities in the baths, wash basins, sinks or cisterns in their Room or the premises.

(c) Students are not permitted to hang laundry and/or other fabrics in or around the premises, and are directed to use the allocated laundry-drying facilities.

11.10. Bicycles: Bicycles must be stored in the area (under the stairway in each building). Bicycles found in any other area will render the Student subject to a Fine. Students are obliged to take responsibility for ensuring their bicycle is securely locked. SAM accepts no responsibility whatsoever for any damage, loss, or theft to same.

11.11. Cars: Parking is allocated on a first-come-first-served basis in the car park adjacent to the student accommodation complex. Parking is at the owner's own risk and no responsibility whatsoever will be taken by the SAM or any other party for loss and damage to cars or the contents thereof. Any car parked on the premises 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 Licence Period. Any car parked without a valid permit will be clamped and/or towed away, and any release or recovery fees will be entirely a matter for the car-owner.

11.12. Guide dogs: SAM is happy to accommodate Students with a disability who require a registered Assistance animal/Guide Dog. Applicants are encouraged to discuss this with the Manager. Where the need of an Assistance Animals and/or Guide dogs is certified by a registered

medical practitioner, the Assistance animal/Guide Dog will be welcomed. The Student is responsible for the care and welfare of their Assistance animal/Guide Dog and must ensure that the Assistance animal/Guide Dog is controlled at all times and does not cause a nuisance to other Students or any other person in the premises. The Student is responsible to clean up after the Assistance animal/Guide Dog and ensure that the animal's faeces are properly disposed of in a suitable, sanitary manner. No other animals (including dogs, cats, reptiles, insects, pets, fish or other animals) are permitted on the premises or in a Room.

12. House Rules: Sports and games Complex,

12.1. Sports or games are not permitted in or on the Room, Building or Complex.

13. House Rules re Behaviour and Respect for others

13.1. Students must not do anything that is (or is likely to) be a nuisance or annoyance or danger to another person.

13.2. Students are required to behave in a manner which does not distress, embarrass or intimidate fellow students and/or staff and/or visitors.

13.3. A Student must not use violence, or threaten to use violence, or verbally assault or verbally harass, or threaten any of the aforesaid.

13.4. A Student must not engage in any harassing or discriminatory treatment towards another person on the grounds of age, civil status, disability, gender, family status, sexual orientation, religion, race, or membership of the traveller community.

13.5. A Student must never bring into their Room or onto the premises any weapon (including a replica, ceremonial, or toy), any illegal item, or any item which SAM deems offensive or dangerous.

13.6. A Student must never allow their Room to be used for any criminal, immoral, or illegal purpose to include (but not limited to) handling or storing stolen goods, prostitution, using or supplying drugs or illegal substances.

13.7. Students must not interfere with others or damage people's rights or property.

13.8. Students must behave in a peaceful and civil fashion in all interaction with fellow students and staff

13.9. Anti-social or reckless or dangerous behaviour will not be tolerated.

13.10. Smoking/vaping is strictly prohibited in the premises or in a Room.

13.11. The consumption of alcohol is permitted in the Student's Room and common areas, but is **not** permitted on the grounds of the premises (ie outside, gardens, car-park etc). Any Student wishing to consume alcohol should do so in the confines of their own Room or the common areas. Students who are resident in SAM are over 18 years and they are expected to engage in all activities in a responsible manner. Being under the influence of alcohol will not be accepted as an excuse to either explain or justify irresponsible behaviour and will in fact be taken as an aggravating factor in determining any sanction imposed. If this general permission to consume

alcohol is abused it may be limited or withdrawn.

13.12.**Noise:** Students are required to keep noise at a level that does not interfere with the study, sleep, or comfort of others. Students shall not sing or play musical instruments or radios or devices, televisions or other sound producing apparatus in such a manner as to cause distraction or nuisance to other students or staff. Noise is deemed a “nuisance” when sound can be clearly heard outside the Room. There is a “no noise” policy in place between 10.30pm and 7.00am. Fines will be imposed on an escalating scale, depending on what hours the noise occurred (see clause 19.6).

13.13.**Parties:** a Student shall not hold a party or gathering in their Room or in or on any part of the premises. Where Security arrive at a door to investigate a reported party, and/or break up a party/gathering, all other students must return to their own accommodation immediately on instruction.

13.14. Anyone found bringing in to the premises a shopping trolley, traffic cone, traffic sign or similar will be subjected to a fine. The item must be immediately returned to the owner of same.

13.15. All students must partake in a weekly clean of the kitchen and common room. On arrival, each student is allocated a rubbish disposal rota. This outlines the day’s people are responsible for communal rubbish disposal from the common area. It is a condition of staying in SAM that all students partake in this. Extra-large strong rubbish bags are available in the Café. The rubbish must be disposed of in the nominated bins: recycling, food waste and general rubbish. The rubbish area of the common room must be swept and cleaned weekly. This will be inspected on a very regular basis.

13.16. Bedroom and Personal rubbish are not to be brought to the common area, this is the responsibility of each individual, this is to be disposed of directly outside at the main rubbish disposal area. Failure to observe this policy will result in fines and can lead to termination of the licence agreement if there are repeated breaches.

14. House Rules: food and cooking

14.1. Students are only permitted to cook/bake in the kitchen. There must be no other cooking or baking or other preparation of food in any other area, or within a Room.

14.2. Each student must clean up fully and clear away all utensils and cooking material after using the kitchen. All utensils must be rinsed before loading into the dishwasher. The kitchen must be left clean and sanitized ready for the next person to use it.

14.3. A Student shall not dispose of any materials into any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving the Complex.

14.4. The use of candles and/or chip pans and/or deep-fat-fryers is strictly forbidden.

15. House Rules: Visitors:

15.1. In light of COVID 19, the Management of SAM wishes to advise all residents that our main concern is the health and safety of all the staff and residents. NO VISITORS will be allowed into

the Halls of Residence during the first semester. As the year progresses this may be eased, we will be following the guidelines and directions of the WHO, HSE and Irish Government.

15.2. When Covid restrictions ease, each Student is personally responsible for the behaviour and activities of any visitor (including any family member).

15.3. When Covid restrictions ease, the Student is responsible for ensuring that any visitor observes these House Rules, and the Student will be held responsible for any breach.

15.4. A member of staff (including a Residence Assistant) is authorised to remove or exclude any visitor (including family member) from the Room.

15.5. Students are not permitted to have overnight guests unless this has been registered in advance and approved by the Manager, and all sign-in and registration protocols have been followed as outlined in the Overnight Guest Policy.

15.6. Due to Covid 19 restrictions no visitors are allowed into the Halls of Residence. Under normal circumstances, Visitors must be over 18 years of age.

16. House Rules: Personal safety and security

Note: All areas particularly access points are covered by CCTV, please contact the Manager for further information.

16.1. Students must take reasonable care for their own personal safety and security.

16.2. Students will be required to identify themselves to Security or the Manager upon request.

16.3. If any security issue or safety incident arises, a member of the security staff ("Security") must be informed immediately. The emergency security number is 086 8202827/ 087 1433150/01 6286391.

16.4. The main security door to the Complex is to be used between 11pm and 7am.

16.5. Students must enter only via the front or main entrances and must never jump or climb gates/fences.

16.6. Students must never climb through windows or onto outside ledges.

16.7. For the safety of all students, all doors must be kept closed. Students should never hold the door open for or permit access to people who they do not know to be fellow Students in the complex.

16.8. Emergency doors are for emergency use only.

16.9. Windows are not to be used for access/egress.

16.10. Rooms and windows must be closed and locked when the Student is absent from the Room, even if the absence is only for a short time. Room doors found held open or propped open (eg. with a doorstop, wedge, or other such measure) will result in a fine for each and every instance. Repeated incidents will be viewed as a breach of building safety and will be subject to disciplinary action. Any damage caused to the door lock by doors being left "on-the-latch" must be paid by the Student.

16.11. Any Student who jeopardises the safety or security of other students and staff and/or the complex will face disciplinary action.

16.12. Students must not open the door of the building/hall of residence to a stranger at any time, day or night. Where a member of staff or other authorised work-personnel require access to the building/hall of residence for the purposes set out in clause (8.2) they will identify themselves and furnish ID documentation. If the Student is in any doubt, do not open the door. To do so poses a very serious security risk and the Student must accept both the responsibility and consequences of such actions.

16.13. Fire Safety

(a) Every Student is required to attend a Fire Drill and/or such Emergency Procedures Briefing (to be arranged by the Manager, giving the students 7 days' notice where reasonably possible). If any Student fails to attend such a drill/briefing, they shall be subject to a fine and it may be treated as a disciplinary matter.

(b) Students will observe, comply with, abide by, and cooperate with SAM in relation to security and safety arrangements, and will participate in fire alarm drills and other health and safety training.

(c) The Student shall not to interfere with or over-load any electrical apparatus, nor install any additional electrical wiring, gas, piping or portable gas, paraffin or electric heaters in their Room, around the premises or in any common areas.

(d) Students must treat every alarm as an emergency.

(e) Failure to evacuate, or time-wasting during the fire alarm procedure, could result in loss of life. Students who fail to evacuate will automatically incur a fine for each and every instance.

(f) The Student agrees to abide by all Fire Safety and other Regulations for the safe and orderly management of the premises as may from time to time be imposed.

(g) The Student will acquaint himself/herself with and abide by these regulations and emergency escape routes.

(h) Where a Student discovers a fire, they should sound the fire alarm immediately and follow the fire-drill protocol by leaving the premises as safely as possible.

(i) The Student shall not to interfere with the fire safety, and/or security equipment.

(j) Any Student who deliberately tampers with fire safety equipment or signs will face disciplinary action up to and including the termination of this Licence. In addition, any Student and/or visitor or guest who so interferes or tampers with same will be reported to An Garda Síochána for investigation and criminal prosecution under the Fire Services Act 1981.

(k) Students shall report any instances of abuse of the fire safety equipment to Security or the Manager.

(l) If a Student discovers any damage by fire or otherwise, that should be notified to

SAM staff immediately.

(m) The Student agrees not to use, store, keep or permit to be kept in their Room or around the premises any dangerous, combustible or illegal items or drugs or substances or materials whatsoever. If any are found, this will be reported immediately to An Garda Síochána and the Student's parents/guardians without notice to the Student.

17. Early termination of this Licence (not for sanctions/breach)

17.1. If a Student is not satisfied with any element of the accommodation, or has a complaint, that should be discussed at the earliest possible opportunity with the Manager. SAM will make every effort to find a way to resolve any complaint. If a Student chooses to terminate this Licence early (ie before the expiry of the Licence Period), no refund will be given.

17.2. SAM may terminate this Licence during the Licence Period where:

- (a) The Room is no longer available or becomes uninhabitable (eg. due to fire damage or flood damage) and no alternative Room can be offered.
- (b) Student does not take up occupation of the Room within 14 (fourteen) days of the Licence Period starting.
- (c) Student is no longer a registered student with Maynooth University.

18. End of the Licence

18.1. Unless terminated earlier, the Licence shall end upon the expiry of the Licence Period.

18.2. At the end of the Licence Period, the Student shall immediately vacate their Room and remove all personal effects and belongings. Failure to do so may result in the Student incurring overnight charges at summer business rates until all such personal effects and belongings are removed.

18.3. Students are required to complete the Check-out process with the Manager. If a Student fails to do this, they will be subject to an additional administrative fee.

18.4. The Room should be handed back in the same condition as it was given to the Student (fair wear and tear excluded).

18.5. Any personal effects or belongings, including bicycles, left in or on the Room or in or on the premises after the expiry of the Licence Period may be disposed of by SAM at its discretion without incurring any liability to the Student.

18.6. Students must ensure all Rooms are left thoroughly cleaned and ready for the next occupants. Failure to do so will result in cleaning charges being levied against Students and in the case of shared living spaces the cleaning charges will be divided between all Students on that floor of the residence, irrespective of when they vacated their Room.

19. Sanctions for Breach of Licence

19.1. Any violation or breach of any of the conditions in this Licence shall result in disciplinary action, and could result in the immediate termination of the Licence without refund (clause 20: Termination of this Licence).

19.2. If it is alleged that a Student or any visitor/guest (including a family member) has breached any term of this Licence, the matter will be investigated.

19.3. In appropriate circumstances, the Student may be invited to discuss the circumstances of the alleged breach with the Manager. Arising out of this, sanctions will be considered (if appropriate).

19.4. It should be noted that while the outcome of any disciplinary process are normally consecutive, in the event of a serious or material breach or non-observance of this Licence, a Student's Licence may be immediately terminated without notice and without refund (clause 20: Termination of this Licence). SAM has absolute discretion as to what steps/action should be taken, including:

- (a) A verbal warning;
- (b) A written warning;
- (c) A final written warning;
- (d) A Fine (clause 19.6)
- (e) Requiring the Student to pay for loss/damage,
- (f) Termination of the Licence (clause 20).

19.5. Payment for loss/damage:

A Student must pay for any loss and/or damage as a result of their breaching any term of this Licence. This is in addition to any Fine(s) that may be imposed (clause 19.6). By signing the Guarantee required in this Licence, parents/guardians have undertaken to be fully responsible for the loss and/or damage incurred by their child.

19.6. Fines:

Any breach of any of the above-mentioned rules will be subject to a fine for each and every instance. The Fines are set out below:

| | Fine for each and every instance |
|--|----------------------------------|
| <ul style="list-style-type: none">- Requiring temporary access key (clause 10.6(g) or (h) inclusive)- Leaving room/windows unlocked (clause 15.9) | €5 |
| <ul style="list-style-type: none">- Clean Room and Cleaning (clause 10.9(a)-(h)) *- Not using authorised Laundry facilities/areas (clause 11.10) | €20 |

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| <ul style="list-style-type: none"> - Bicycle stored in an unauthorised place (clause 11.11) - Sports/Games (clause 12) - Failure to evacuate/time-wasting in a fire alarm, fire drill, or other evacuation (clause 15.12(e)). | |
| <ul style="list-style-type: none"> - Failure to attend Fire and Emergency Procedures Briefing (clause 15.12(a)) | €25 |
| <ul style="list-style-type: none"> - Noise between 10:30 pm – 12midnight (clause 12.12) - Visitors after 11 pm (clause 14.1) | €40 |
| <ul style="list-style-type: none"> - Replacement key (clause 10.6(i)) - Shopping trolley/traffic cone/signs etc (clause 13.4) - Consuming alcohol in an unauthorised area (clause 12.11) | €50 |
| <ul style="list-style-type: none"> - Noise between 12midnight -2:00am (clause 12.12) | €80 |
| <ul style="list-style-type: none"> - Furniture and fittings (clause 10.7)* - Altering/Damaging/Defacing Property (clause 10.8)* - Clean Room and Cleaning (clause 10.9(i)) - Causing a nuisance, annoyance or danger (clause 12.1) - Parties (clause 12.13) (per person present at the party). - Unauthorised overnight guest (clause 14.5) - Breach of personal safety obligations (clauses 15.4-15.8 inclusive) | €100 |
| <ul style="list-style-type: none"> - Noise from 2 am onwards (clause 12.12) | €120 |

* Fine imposed for each and every instance/incident **are in addition** to the Student being fully liable for the full costs of professional cleaning services, repair/replacement, and any labour costs/work personnel costs incurred.

19.7. Payment of Fines: Fines must be paid within 7 days of being issued. Late/overdue accounts automatically incur an administrative charge of €60 and may result in the Licence being terminated (clause 20: Termination of this Licence).

19.8. Appeal

A Student may appeal any sanction imposed on him/her if they are not satisfied with the outcome. Appeals shall be in writing, and not by oral hearing. Appeals must be received within 7 days of the sanction being notified to the Student.

The Appeal can be made to the board of directors of Student Accommodation Maynooth Limited (or a sub-committee thereof). The decision of the board (or its sub-committee) will be final and binding on the Student.

20. Termination of this Licence

20.1. SAM reserves the right to terminate this Licence without notice to the Student where the Student has breached any term or condition of this Licence Agreement. The Student shall not be entitled to any refund of any Licence Fee paid to date.

20.2. Notwithstanding the termination of the Licence, the Student shall remain liable for any undischarged fines, Licence Fee, and/or associated costs.

20.3. Late-payment or non-payment of the Licence Fee will result in the Licence being terminated. If, in the absolute discretion of SAM it is decided to give the Student a further opportunity to discharge all arrears, the overdue account will automatically incur an administrative charge of €60 which, together with all arrears, must be discharged within 5 days of notice issuing to Student, in default of which the Licence will be terminated immediately without further notice.

20.4. SAM has the right to terminate this Licence at any time during the Licence Period where:

- (a) The Student has breached any of the House Rules.
- (b) Without prejudice to (b) above, where the Student has breached any House Rule set out at 12.2 – 12.9 inclusive, 14.6, 15.10, 15.12(j), 15.12(m), and/or is considered a risk or danger to themselves or to others.
- (c) The Student is convicted of a criminal offence.
- (d) The Student poses a risk to the health, welfare, and safety of any other student or any member of staff.
- (e) The Student furnishes false or misleading information to SAM in connection with their application for student accommodation.
- (f) The Student has not paid his/her Licence Fee and/or any Fine (and/or any associated charges) in full and on time.

21. Subsequent applications

21.1. If the Licence is terminated for any reason, SAM reserves the right to take those matters into consideration when determining any subsequent application from the Student. SAM reserves the right to decline to accept any subsequent application for admittance to the student accommodation.

21.2. Without prejudice to the foregoing, if the Licence is terminated for any reason set out at (20.4)) above, no subsequent application will be accepted by SAM in respect of that person, and they shall be ineligible to apply to SAM for student accommodation.

22. Data Protection

22.1. SAM holds, collects and processes personal data (including sensitive personal data, if any) about Students for the purposes of the proper administration and management of the student accommodation. By entering into this Licence, the Student is entering into an arrangement with SAM pursuant to which SAM will process the Student's personal data and sensitive personal data in manual and electronic form.

22.2. The processing of this personal data is subject to the Data Protection Acts 1988 and 2003 (together with any amending or replacing legislation, to include EU Regulation (EU) 2016/679 (“**GDPR**”).

22.3. The Student understands that the processing of his/her personal data (to include sensitive personal data) by SAM and its personnel is grounded on the following legitimate bases:

(a) for the performance of a contract (specifically, this licence agreement) to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (ie the application process prior to entering into the contract); (b) for compliance with a legal obligation to which the controller is subject (particularly, all health and safety, and other legal obligations arising from this student accommodation licence). (c) for compliance with a legal obligation to which the controller is subject (to include the making of returns to the Revenue Commissioners, etc). (d) for the legitimate interests pursued by SAM. (e) In certain limited situations where the employee has given his/her consent to the processing. 22.4. By entering into this Licence, Student hereby understands and agrees that SAM has the right (**but not the obligation**) to telephone and or otherwise correspond with their parent/guardian Guarantor:

(a) in an emergency situation,

(b) in any situation where SAM or its staff has a serious concern about the Student's health or welfare,

(c) in any situation falling within the Guarantee provided by the parent/guardian, namely:

- Licence Fee arrears
- Unpaid Fines
- Unpaid bills owed to SAM by the Student.
- Unpaid bills relating to damage to the Room (over and above ordinary wear and tear)
- Unpaid bills relating to damage to any other goods or property on the premises,

However, Parents/Guardians must understand that Student is over 18 years and is an adult, and is responsible for themselves, and that SAM has the right but not the obligation to contact the parent/guardian.

22.5. The Data Protection Acts 1988 and 2003 (together GDPR) do not prohibit SAM from processing and/or disclosing personal data and/or sensitive personal data where same is necessary for compliance with a legal obligation to which SAM is subject, and/or to An Garda Síochána and or other statutory bodies including (but not limited to) TUSLA and the HSE where same is necessary for the prevention, investigation and prosecution of offences and/or where same is necessary to protect a person's vital interests, including physical integrity or life. SAM will report any matters it deems appropriate to An Garda Síochána and/or TUSLA and/or HSE in its absolute discretion, without further notice or notification to Student and/or his/her parents/guardians.

22.6. The Student is entitled to obtain a copy of his/her personal data pursuant to sections 3 and 4

Data Protection Acts 1988 and 2003, subject to the statutory requirements, exemptions, and exceptions. The Student is entitled to request that personal data be erased or rectified pursuant to section 6 Data Protection Acts 1988 and 2003, subject to the statutory requirements, exemptions, and exceptions.

23. General

23.1. **Communications:** All communications and emails will be issued to the email address provided by the Student at application.

23.2. **Entire Agreement:** This agreement forms the whole of the terms agreed between the parties, provided that nothing in this clause shall limit any party's liability for fraudulent misrepresentation.

23.3. **Severability:** If any covenant or provision herein is determined to be void or unenforceable in whole or in part for any reason whatsoever, the remainder shall remain unaffected.

23.4. **Survival of Obligations:** The expiration or termination of this Licence, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Licence by the other party.

23.5. **Waiver:** A waiver by either party of any breach by the other party of any of the terms provisions or conditions of this Licence or acquiescence of such party in any act (whether or commission or omission), which, but for such acquiescence, would be a breach as aforesaid, shall not constitute a general waiver of such term provision or condition, or of any subsequent act contrary thereto.

23.6. **Governing Law and jurisdiction:** This Licence shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

IMPORTANT NOTE: BY SIGNING THIS AGREEMENT, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT

GUARANTEE

I/We _____ of _____ being the parent/guardian of the Student referred to in this Licence Agreement have, at the request of Student and consideration of SAM entering into this Licence, agree with SAM that in the event that SAM has not recovered same from the Student within 7 days of there being a demand issued, we will pay SAM in respect of any:

- Licence Fee arrears
- Unpaid Fines
- Unpaid bills owed to SAM by the Student.
- Unpaid bills relating to damage to the Room (over and above ordinary wear and tear)
- Unpaid bills relating to damage to any other goods or property on the premises, and we hereby

agree to indemnify SAM against all losses incurred by any failure by the Student to comply with the terms of this agreement.

NB: I confirm that I have read and agree to follow all the terms of the SAM COVID 19 protocol which may be changed and updated at any stage during the Academic Year.

| | |
|--|---|
| Signed: | _____ Parent / Guardian |
| Date: | _____ |
| Telephone number: | _____ |
| | |
| Signed for and on behalf of SAM | _____ Signature _____ Date |
| Signed by the Student | _____ Signature _____ Date |

DocNo:114386103

Last updated: 21st May 2021