

STUDENT ACCOMMODATION MAYNOOTH

LICENCE FOR STUDENT ACCOMMODATION 2021-2022

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, but certain provisions of the Private Residential Tenancies Acts (as amended) do 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 Chrualaoí,
Manager Student Accommodation Maynooth,
SVD House,
Moyglare Road,
Maynooth,
Co. Kildare

Email: info@studentaccommodationmaynooth.ie

LICENCE AGREEMENT MADE THE DAY OF 2021, BETWEEN

1. **Student Accommodation Maynooth, Moyglare Road, Maynooth, County Kildare W23 H2Y6 (“SAM”),**

2. And (Applicant Student’s Name) (“STUDENT”)

Home Address:

Email:

Course:

Accommodation Address: (The Room, this section will be filled in by SAM)

Room Number:

Floor:

Term:

Commencement Date: 13 September 2021.

Termination date: 29 May 2022.

Food Fee:

Food payment **€648** to be paid on **27/08/2021** and **12/12/2021**

Licence Fee:

New Legislation is being formulated currently by Government in relation to advance payment for student accommodation. In light of this, we are offering a choice of payment schedule to incoming residents.

A. Payment per semester in advance – two payments of **€2,430** per semester. **Total accommodation fee €4,860 plus food fee (see above).**

The first payment on August 27th or three days after the first round of CAO offers is released for first-year applicants only. Second payment December 12th.

B. Monthly payment – Payment of **€600** for accommodation to be paid on the 1st of every month from September 2021 to May 2022. **Total accommodation fee: €5,400 plus food fee (see above).**

Security Deposit held: €600

Once the Period of Residence starts the Deposit is held by SAM as a security deposit to act as credit against any Licence Fee arrears, bills owing or damage beyond normal wear and tear at the end of the Period of Residence or its earlier termination and SAM is entitled to apply the Security Deposit against these items.

1. DEFINITIONS

“Acts”

means the 2004 Act, the 2009 Act, the 2015 Act, 2016 Act and the 2019 Act as herein defined.

“Behave in a way that is antisocial”

means engage in behavior of a kind specified in section 17(1) of the 2004 Act (as amended).

“Campus”

means all or any part of the Student Accommodation Maynooth LTD campus located in Ireland;

“Communal Areas”

means all stairs, corridors, landings, gardens, balconies, grounds, social spaces entrance halls, launderettes and reception areas and other communal areas within the Residence;

“Deposit”

means the Deposit referred to in this Agreement and any documentation issued by SAM;

“Furniture and appliances”

means the furniture and appliances including contents as listed in the Schedule.

“Law”

means every Act of the Oireachtas, law of the European Union and every instrument, directive, regulation, requirement, action, and bye law made by any government department, competent authority, officer, or court which now or may hereafter have force of law in Ireland;

“Licence Fee”

the

charges for your occupation of the Room [and where relevant for meals];

“Period of Residence”

the

period selected by you and specified in this Agreement;

“Residence”

means the Hall of Residence within which the Room is located;

“Residence management”

means the management in charge of the Residence;

“Residence Regulations”

means the regulations governing the Residences which are posted at www.studentaccommodationmaynooth.ie and available in the reception area of a Residence;

“Room”

The room allocated to You [and where applicable the en-suite bathroom serving the Room];

“Service Animal”

Service Animal is a highly trained dog (or other animal acceptable to SAM) that has been specifically trained to assist a person with a disability.

For an animal to be recognised as a Service Animal it must be fully trained and registered with one of the following or an international equivalent:

1. Irish Guide Dogs for The Blind
2. Dogs for The Disabled (Cork)
3. Canine Partners (UK)
4. Dog A.I.D. (UK) Guide Dogs UK
5. Hearing Dogs for Deaf People (UK)
6. Medical Detection Dogs (UK)
7. Support Dogs (UK)
8. International Guide Dog Federation
9. Autism Assistance Dogs Ireland

For the avoidance of doubt, SAM will have the final decision as to whether an animal is a Service Animal or not.

“Shared Areas”

Shared kitchen, lounge, and bathroom.

“Student Code”

means the Maynooth Student Code and includes any update or revision of the Student Code.

“The 2004 Act”

means the Residential Tenancies Act 2004 as amended from time to time.

“The 2009 Act”

means the Housing (Miscellaneous Provisions) Act 2009 as amended from time to time.

“The 2015 Act”

means the Residential Tenancies (Amendment) Act 2015 as amended from time to time.

“The 2016 Act”

means the Planning and Development (Housing) and Residential Tenancies Act 2016 as amended from time to time.

“The 2019 Act”

means the Residential Tenancies (Amendment) Act 2019 as amended from time to time.

IT IS HEREBY AGREED as follows:-

1. Grant of Licence.

- 1.1. By Accepting this Agreement, the Student is entering into a legally binding contract with SAM, which for the Period of Residence and subject to the terms of this Agreement, gives the Student the right to live in the Room and to use the Communal Areas. This is subject to the proviso that this Agreement shall not become binding on SAM until such times as the Licence Fee is first paid in accordance with the terms this Agreement and in the event such payment is not made SAM shall have the right to offer the Room to another person and this Agreement shall be at an end and the Student’s Deposit will be returned in accordance with the terms of this Agreement.
- 1.2. This is a Licence, not a tenancy, but is governed by the provisions of the Acts. Nothing in this Agreement shall create a relationship of landlord and tenant between the Student and SAM, nor give the Student any legal estate or proprietary interest in the Room.

- 1.3. The Student is given permission to occupy the Room, and use the communal facilities and areas, conditional upon the Student observing all House Rules, 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.
- 1.4. The Student has a right to occupy the Room during the Period of Residence but does **not** have exclusive occupation or possession of the Room or any other areas of SAM premises. This means that SAM has the right to:
 - 1.4.1 Enter the Room after reasonable notice has been given for any reason as referred to in this Agreement, or enter the Room without notice in emergency situations;
 - 1.4.2 Require the Student to move to a different room as referred to in this Agreement;
- 1.5. This Licence is personal to the Student and is not transferable and cannot be assigned to any other person.
- 1.6. If the Student is in breach any of the terms of this Agreement or the House Rules, SAM shall be entitled to take action against the Student.
- 1.7. This Agreement is conditional upon the Student 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.
- 1.8. If any term or provision in this Agreement is held to be illegal or unenforceable in whole or in part such term shall be deemed not to form part of this Licence Agreement but the enforceability of the remainder of this Licence Agreement is not affected.
- 1.9. This Agreement may be entered into by e-signature and no question shall be raised as to its validity.

2. Permitted Use.

- 2.1 The Student is given permission to occupy the Room for use as a temporary, student residence conditional upon the Student 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.

3. Duration of Licence.

- 3.1 This Licence is granted for the following period, (the “**Licence Period**”): 13th September 2021 – 29th May 2022.
- 3.2 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.

4. Deposit.

- 4.1. A deposit of €600.00 (six-hundred euro) is required to secure the booking.
- 4.2. Once available, the applicant must furnish a photocopy of either:
 - 4.2.1 their CAO offer confirming their offer of a place in Maynooth University, or
 - 4.2.2 their Maynooth University registration for the relevant year, or
 - 4.2.3 their offer of a place at Divine Word School of English.

The documentation will be checked to verify that the applicant satisfies the eligibility criteria specified above. Upon completion of this verification check, the photocopy will be returned to the applicant or securely shredded by SAM. In general, the photocopy will not be retained by SAM. 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 the clauses of this Licence Agreement, including clause 36.

- 4.3. The deposit is **non-refundable except** for incoming 1st year students who fail to be offered a place in Maynooth University in which case €400.00 will be refunded subject to SAM’s receipt of written cancellation from the Student within 3 days of 1st round CAO offers.
- 4.4. Once the Licence Period starts, the Deposit will be held as security for:
 - 4.4.1 Damage to the Room (over and above ordinary wear and tear);
 - 4.4.2 Damage to any other goods or property on the premises;

- 4.4.3 Any Licence Fee arrears;
- 4.4.4 Any unpaid Fines;
- 4.4.5 Any bills owed to SAM by the Student.

4.5. 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.

5. Licence Fee.

- 5.1. On the signing of this Agreement, the Student must pay the Deposit.
- 5.2. New Legislation is being formulated currently by Government in relation to advance payment for student accommodation. In light of this, we are offering a choice of payment schedule to incoming residents.

Food Fee:

€648 to be paid on 27/08/2021 and 12/12/2021

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B. Monthly payment – Payment of **€600** for accommodation to be paid on the 1st of every month from September 2021 to May 2022. **Total accommodation fee: €5,400 plus food fee (see above).**

- 5.3. 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. Unpaid bills.

- 6.1 If any bill is left unpaid, SAM will apply an administrative charge of at least €60.00 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.

- 7.1 SAM has no liability for personal items, belongings, or possessions of the Student. 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 (e.g. 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. Students will not be entitled to take any such items back into the Room or the Residence and SAM may dispose of any such items without liability to the Students. 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:** SAM require you to observe all House Rules, and expressly reserves the right 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, in accordance with the terms of the Acts.
- 8.6. **Relocation:** SAM may 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 the Student 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 Residence in good structural repair, and to keep the Residence and all communal areas clean and tidy, in reasonable repair and fit for use, (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, in good working order, condition and repair.
- 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 (e.g. storms, adverse weather, mechanical breakdown, local authority supply, action by commercial providers).
- 9.5. Keep the premises insured against fire and other risks which SAM considers necessary 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.
- 9.6. SAM will not be liable for any failure to provide services where such failure is beyond its reasonable control (such as mechanical breakdown, third party actions and labour disputes).
- 9.7. SAM shall register this Agreement with the Residential Tenancies Board.

10. House Rules.

- 10.1. Any Student in breach of SAM's House Rules will be subjected to disciplinary action that could include the imposition of a Fine, or other disciplinary action up to and including the termination of the Student's Licence (Clause 36).
- 10.2. SAM reserves the right to take action against the Student and/or any 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. Student's Responsibilities.

11.1 Licence Fee - the Student must pay the Licence Fee and associated charges (including utility charges and insurance) in full on the due dates in accordance with the terms and conditions of this Agreement and as specified.

11.2 The Student's obligation to pay the Licence Fee applies whether or not the Student moves into the Room and irrespective of the Student's course dates.

11.3 SAM reserves the right to charge the Student a reasonable fee to cover its administrative expenses should it have to pursue the Student for payment.

11.4. The Student is given permission to occupy the Room for the Permitted Use set out at Clause 1.2 above.

11.5 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.

11.6 The Student is prohibited from carrying out any business or commercial activity within the Room.

11.7 The Student must not share possession of the Room or purport to "rent", or "sub-let" or "assign" the Room to any other person.

11.8 The Student must maintain the status of a full-time registered student (within the meaning of the Qualifications and Quality Assurance (Education and Training) Act 2012) with Maynooth for the whole of the Period of Residence.

12. House Rules – Keys.

- 12.1 Upon payment of the first instalment of the Licence Fee, SAM will issue the Student with a key for the 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.
- 12.2 SAM will retain a key so that it can access the Room for the purposes outlined in this Licence.
- 12.3 A Student shall not change the locks to their Room or any other part of the premises.
- 12.4 A Student can only have one key & fob at any time.
- 12.5 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.
- 12.6 A Student shall immediately report any loss or damage to a key or key-fob immediately.
- 12.7 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.
- 12.8 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.
- 12.9 Where permanent replacement keys or key-fobs have to be issued, a fine will be imposed and there will be a charge of €50.00 per item lost. This charge must be paid before a new key/key-fob can be issued. (This cannot be deducted from the Deposit).

13. House Rules – Furniture and fittings.

- 13.1 The Student agrees to keep all furniture, fixtures, fittings, appliances and articles in their Room, common room and kitchen in the premises (including the items listed in the Schedule) in good, 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.
- 13.2 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.

13.3 The Inventory/Room Contents Sheet provided to the Student on arrival and the items in the Schedule hereto constitute 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 hours 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.

13.4 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.

14. House Rules – Altering / Damaging / Defacing Property.

14.1 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.

14.2 The Student is responsible for the behavior of any visitor (including any family member) and the Student must ensure the visitor complies with the terms of this Agreement as if they had executed same and complies with SAM Residences Guest Policy. If they do not the Student will be held liable as if the behaviour of the visitor was the behaviour of the Student. The Student is not permitted to have guests staying overnight unless the Student has received approval under SAM Residences Guest Policy and the Student must ensure that the visitor complies with the terms and conditions of the Policy.

14.3 SAM may remove or exclude any visitors (including family members) from the Room.

14.4 Students are not permitted to make any alterations or redecorations to their Room (including fitting any aerial or satellite dish) or make any alterations whatsoever in the internal arrangements or external appearance of the Room. Any works are to be undertaken by SAM only. SAM has the right to carry out any building works, decoration, refurbishment, repairs, alterations, or any other works as required to the Room and in any part of the Residence.

14.5 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 or white-tack provided that it does not damage the wall and/or paintwork.

15. House Rules – Clean Room and Cleaning.

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 Details of cleaning fines will be detailed in the departure letter provided to each Student.
- 15.7 The Student shall return their Room at the end of the Licence Period in good and tidy and clean condition.
- 15.8 The onus is on the Student to ensure their Room is clean and tidy at all times.
- 15.9 The Student shall not throw rubbish or food or other out their windows.

16. House Rules – Laundry.

16.1 Students are required to use the designated Laundry Facilities.

16.2 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.

16.3 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.

17. House Rules – Bicycles.

17.1 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.

18. House Rules – Cars.

18.1 Parking is allocated on a first-come-first-served basis in the car park adjacent to the student accommodation complex.

18.2 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.

18.3 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.

19. House Rules – Service Animals.

19.1 SAM is happy to accommodate Students with a disability who require a registered Assistance Service animal/Guide Dog, as defined. Applicants are encouraged to discuss their needs 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.

19.2 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.

19.3 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.

20. House Rules: Sports and games Complex.

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

21. House Rules: Behaviour and Respect for others.

21.1. Students must not do anything that is (or is likely to) be a nuisance or annoyance or danger to another person. The Student agrees to show respect, at all times, for all persons living, visiting or working in the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them.

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

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

21.4 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 traveler community.

21.5 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.

- 21.6 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.
- 21.7 Students must not interfere with others or damage people's rights or property.
- 21.8 Students must behave in a peaceful and civil fashion in all interaction with fellow students and staff.
- 21.9 Anti-social or reckless or dangerous behaviour will not be tolerated.
- 21.10 Smoking/vaping is strictly prohibited in the premises or in a Room.
- 21.11 The consumption of alcohol is permitted in the Student's Room and common areas but is **not** permitted on the grounds of the premises (i.e. outside, gardens, carpark 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.
- 21.12 You must not behave in a way that is anti-social in the Room or any part of the Communal Areas and shall indemnify SAM against any claims made by any agent or employee of SAM or visitor arising out of any breach of the permitted use of the Room.

22. House Rules – Noise.

- 22.1 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.
- 22.2 Students are required to keep noise at a level that does not interfere with the study, sleep, or comfort of others.
- 22.3 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.
- 22.4 Fines will be imposed on an escalating scale, depending on what hours the noise occurred.

23. House Rules – Parties.

23.1 A Student shall not hold a party or gathering in their Room or in or on any part of the premises.

23.2 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.

24. House Rules – Property of other people.

24.1 Anyone found bringing the property of others in to the premises, in particular items such as 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.

25. Cleaning Rota.

25.1. All students must partake in a weekly clean of the kitchen and common room and Shared Areas. 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.

25.2 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.

25.3. 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.

26. House Rules: Food and Cooking.

26.1. 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.

26.2. 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.

26.3. 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.

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

27. House Rules: Visitors.

27.1. 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, SAM will be following the guidelines and directions of the WHO, HSE and Irish Government.

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

27.3. 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.

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

27.5. 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.

27.6. 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.

28. House Rules: Personal safety and security.

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

- 28.1. Students must take reasonable care for their own personal safety and security. While SAM shall be responsible for the provision of security as a whole neither SAM nor Residence Management shall be responsible for the security of the Room. Responsibility for security of the Room rests with the Student and the Student shall report all security incidents to Residence Management.
- 28.2. Students will be required to identify themselves to Security or the Manager upon request.
- 28.3. 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.
- 28.4. The main security door to the Complex is to be used between 11pm and 7am.
- 28.5. Students must enter only via the front or main entrances and must never jump or climb gates/fences.
- 28.6. Students must never climb through windows or onto outside ledges.
- 28.7. 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.
- 28.8. Emergency doors are for emergency use only.
- 28.9. Windows are not to be used for access/egress.
- 28.10. 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 (e.g. 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.
- 28.11. Any Student who jeopardises the safety or security of other students and staff and/or the complex will face disciplinary action
- 28.12. 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 this Agreement 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.

29. House Rules – Fire Safety.

- 29.1 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.
- 29.2 Students must not tamper with any fire equipment or fire doors which are designed to reduce the spread of fire and to help prevent injury or death.
- 29.3 Students must not store or keep or permit to be kept in the Room or in any part of the Residence any dangerous, combustible, or unlawful substances or materials whatsoever and must report immediately the presence of such substances or materials. Students agree to comply with the Residence Regulations in this regard.
- 29.4 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.
- 29.5 The Student shall not interfere with or over-load any electrical socket or 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.
- 29.6 Students must treat every alarm as an emergency.
- 29.7 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.
- 29.8 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.

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

29.10 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.

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

29.12 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.

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

29.14 If a Student discovers any damage by fire or otherwise, that should be notified to SAM staff immediately.

29.15 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.

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

30.1. 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 (i.e. before the expiry of the Licence Period), no refund will be given.

30.2 SAM may terminate this Licence during the Licence Period where:

30.2.1 The Room is no longer available or becomes uninhabitable (e.g. due to fire damage or flood damage) and no alternative Room can be offered.

30.2.2 The Student does not take up occupation of the Room within 14 (fourteen) days of the Licence Period starting.

30.2.3 The Student is no longer a registered student with Maynooth University.

31. End of the Licence.

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

31.2. 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.

31.3. 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.

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

31.5. 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.

31.6. 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.

32. Sanctions for Breach of Licence.

32.1. 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.

32.2 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.

32.3. 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).

32.4. 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 36: Termination of this license). SAM has absolute discretion as to what steps/action should be taken, including:

32.4.1. A verbal warning;

32.4.2. A written warning;

32.4.3. A final written warning;

32.4.4. A Fine.

32.4.5. Requiring the Student to pay for loss/damage

32.4.6. Termination of the Licence (clause 36).

33. Payment for loss/damage.

33.1. 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. 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.

34. Fines.

34.1. 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 in the Schedule of Fines hereto:

* Any 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.

34.2. Payment of Fines - Fines must be paid within 7 days of being issued. Late/overdue accounts automatically incur an administrative charge of €60.00 and may result in the Licence being terminated (Clause 36: Termination of this Licence).

35. Appeals.

35.1. 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.

35.2. 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.

36. Termination of this Licence.

36.1. SAM reserves the right to terminate this Licence 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.

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

36.3. 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 €60.00 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.

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

36.4.1. The Student has breached any of the House Rules.

36.4.2. Without prejudice to (b) above, where the Student has breached any House Rules set out above and/or is considered a risk or danger to themselves or to others.

36.4.3. The Student is convicted of a criminal offence.

36.4.4. The Student poses a risk to the health, welfare, and safety or any other student or any member of staff.

36.4.5. The Student furnishes false or misleading information to SAM in connection with their application for

student accommodation.

36.4.6. The Student has not paid his/her Licence Fee and/or any Fine (and/or any associated charges) in full and on time.

37. Subsequent applications.

37.1. 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.

37.2. Without prejudice to the foregoing, if the Licence is terminated for any reason set out 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.

38. Data Protection/GDPR.

38.1. 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 and the Student expressly consents by entering into this Agreement to the use and retention of such data and the processing thereof.

38.2 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").

38.3 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:

38.3.1. 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 (i.e. the application process prior to entering into the contract);

38.3.2. 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).

38.3.3. for compliance with a legal obligation to which the controller is subject (to include the making of returns to the Revenue Commissioners, etc.).

38.3.4. for the legitimate interests pursued by SAM.

38.3.5. In certain limited situations where the employee has given his/her consent to the processing.

38.4. By entering into this Licence, Student hereby understands and agrees that SAM has the right (**but not the obligation**) to telephone, email, text, message and or otherwise correspond or communicate with their parent/guardian Guarantor:

38.4.1. in an emergency situation,

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

38.4.3. 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); and
- 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.

38.5. The Data Protection Acts 1988 and 2003 (together with 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.

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

39. **General.**

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

39.2. **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.

39.3. **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.

39.4. **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.

39.5. **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.

39.6. **Force Majeure:** Neither party shall be liable for any delay or failure to carry out its obligations under this agreement caused by force majeure provided that it promptly gives written notice of the occurrence of the force majeure relied on to the other party and it uses all reasonable endeavours to remove or avoid the effect of such force majeure as promptly as practicable. If any force majeure is relied on for longer than 60 days by either party under this clause the other shall be entitled to terminate this Agreement forthwith on written notice.

39.7. **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.

SCHEDULE
FURNITURE, APPLIANCES AND CONTENTS

In accordance with the Housing Miscellaneous Provisions Act, 2009, the Housing (Standards for Rented Houses) (Amended) Regulations 2009, the Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) Regulations 2017, the Landlord must provide the following:

1. A fire blanket and either a mains wired smoke alarm or at least two ten-year self-contained battery-operated smoke alarms;
2. Each self-contained house and multi-unit building should contain a mains wired smoke alarm and fire blanket and emergency evacuation plans;
3. Emergency lighting shall be provided in all common areas within a multi-unit building;
4. Four ring hob, oven, and grill;
5. Cooker hood or extractor fan;
6. Fridge and freezer or a fridge/freezer;
7. Microwave oven;
8. Sink and fixed bath or shower with piped supply of cold water;
9. Facility for the piped supply of hot water;
10. Suitable and adequate number of kitchen presses for food storage purposes;
11. Washing machine or access to a communal washing machine facility within the curtilage of the building;
12. A dryer if the dwelling does not contain a garden or yard for the exclusive use of that dwelling.

ADDITIONAL INVENTORY OF CONTENTS

SCHEDULE OF FINES

Nature of activity giving rise to the fine.	Fine for each and every instance.
<ul style="list-style-type: none"> - Requiring temporary access key - Leaving room/windows unlocked 	€5
<ul style="list-style-type: none"> - Clean Room and Cleaning * - Not using authorised Laundry facilities/areas 	€20
<ul style="list-style-type: none"> - Bicycle stored in an unauthorised place - Sports/Games - Failure to evacuate/time-wasting in a fire alarm, fire 	
<ul style="list-style-type: none"> - Failure to attend Fire and Emergency Procedures Briefing 	€25
<ul style="list-style-type: none"> - Noise between 10:30 pm – 12midnight - Visitors after 11 pm 	€40
<ul style="list-style-type: none"> - Replacement key - Shopping trolley/traffic cone/signs etc. - Consuming alcohol in an unauthorised area 	€50
<ul style="list-style-type: none"> - Noise between 12midnight -2:00am 	€80
<ul style="list-style-type: none"> - Furniture and fittings * - Altering/Damaging/Defacing Property * - Clean Room and Cleaning - Causing a nuisance, annoyance, or danger - Parties (per person present at the party). - Unauthorised overnight guest 	€100
<ul style="list-style-type: none"> - Noise from 2 am onwards 	€120

EXECUTION PAGE

IN WITNESS OF WHICH, this Agreement has been duly executed by the undersigned signatories on behalf of the parties on the date first above written.

SIGNED for and on behalf of

Student Accommodation Maynooth

By:

Name:

Title:

SIGNED by

[in the presence of:

Signature

Witness Signature

.....

Witness Name (print)

Witness Address

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 I/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/we confirm that I/we 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 by the Parent or guardian of the Student:	
	Parent / Guardian
Date:	
Telephone number:	
Signed for and on behalf of SAM	
	Signature
	Date
Signed by the Student	
	Signature