

LICENCE TO RESIDE

BETWEEN

I. University College Dublin, National University of Ireland, Dublin having its principal office at Belfield, Dublin 4, Ireland ("UCD") and

II. The Student Occupier, of the second part ("You").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

"Acts" means the 2004 Act, the 2009 Act, the 2015 Act, 2016 Act, the 2019 Act, the 2021 Act, the 2021 (No.2) Act and the 2021 (Amendment) Act as herein defined.

"Associated Costs" means the associated costs and expenses to be discharged by You as set out in the Second Schedule and which do not form part of the Licence Fee

"Behave in a way means engage in behaviour of a kind specified in section 17(1) of the 2004 Act (as that is anti-social" amended).

"Campus" means all or any part of UCD's campus located in Ireland;

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

"Deposit" means the Deposit referred to in this Agreement and the UCD Residences Booking Form section of the Residences Portal

"Furniture and means the furniture and appliances referred to in the First Schedule Appliances"

"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" means the charges for your occupation of the Room and where relevant (if separately charged) for meals and as referred to in the UCD Residences accommodation fees section of the Residences Portal

"Period of Residence" Shall be the period selected by You on the online booking form of the Residences Portal and which is for the fixed term selected

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

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

"Residence Regulations" means the regulations governing the Residences which are posted at www.ucd.ie/residences and available in the reception area of a Residence;

"Room" The room allocated to You and where applicable the ensuite bathroom serving the Room
The Residences Portal is the online booking interface for residents

"Residences Portal" "Service Dog"

means a highly trained dog that has been specifically trained to assist a person with a disability

<https://residences.ucd.ie/>

“Shared Area’s” Shared kitchen, lounge and bathroom

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“Student Code” means the UCD Student Code;

http://www.ucd.ie/registry/academicsecretariat/docs/student_code.pdf

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.

“The 2021 Act” means the Residential Tenancies Act 2021 as amended from time to time. “The 2021 (No. 2)

Act” means the Residential Tenancies (No.2) Act 2021 as amended from time to time.

“The 2021 (Amendment) Act ”means the Residential Tenancies (Amendment) Act 2021 as amended from time to time.

2. ACCEPTING THIS AGREEMENT

This Agreement is a tenancy for the purposes of the Residential Tenancies Acts 2004 to 2021. You have a right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that UCD has the right to:

- a. 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;
- b. Require You to move to a different room as referred to in this Agreement;
- c. Where your Room is of a shared type UCD requires You to share it with another person.

By Accepting this Agreement You are entering into a legally binding contract with UCD, which for the Period of Residence and subject to the terms of this Agreement, gives You 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 UCD until such times as the Licence Fee is first paid in accordance with clause 6(l) of this Agreement and in the event such payment is not made UCD shall have the right to offer the Room to another person and this Agreement shall be at an end and your Deposit will be returned in accordance with clause 11 of this Agreement.

If You breach any of the terms of this Agreement UCD shall be entitled to take action against You.

If You are under the age of 18 years by accepting this Agreement you and your parents or guardians acknowledge and accept that You will most likely be sharing accommodation with students over the age of 18 years.

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.

This Agreement shall be entered into by e-signature and no question shall be raised as to its validity.

3. ENQUIRIES

If there is anything You do not understand about this Agreement or your accommodation or if You have any other queries, please contact Residence Management.

4. DEPOSIT

In order to secure booking of the Room You have paid UCD the Deposit in the sum of an equivalent to one month's Licence Fee.

Once the Period of Residence starts the Deposit is held by UCD 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 UCD is entitled to apply the deposit against these items.

5. UCD'S RESPONSIBILITIES

UCD will use its reasonable endeavours to:

Maintain the structure of the Residence and keep the Residence and the Communal Areas clean, tidy, in reasonable repair and fit for use;

To ensure that an adequate supply of utilities including water, heating, hot water and wireless internet are provided in the Residence; and should supply be lost to reinstate as soon as possible;

To ensure that the laundrette facilities are available and in good working repair;

UCD 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);

During the Period of Residence UCD shall insure the Residence where the Room is located against fire and other risks which UCD considers necessary;

UCD shall register this Agreement with the Residential Tenancies Board.

6. YOUR RESPONSIBILITIES

I. Licence Fee

You must pay the Licence Fee and Associated Costs in full on the due dates in accordance with the terms and conditions of this Agreement and as specified in the accommodation fees section of the UCD residences portal

Your obligation to pay the Licence Fee applies whether or not You move into the Room and irrespective of your course dates.

UCD reserves the right to charge You a reasonable fee to cover its administrative expenses should it have to pursue You for payment.

II. Use of the Room

You may only use the Room as a temporary residence for your personal use and unless specifically authorised by UCD not to share possession of the Room or any part thereof with any person or to permit the Room to be occupied by any person other than those authorised during the Period of Residence. For the avoidance of doubt the room may not be sublet or loaned to another person.

You must not carry on any business in the Room nor do or allow any act or thing which is likely to be or become a nuisance, danger or annoyance to UCD or adjoining occupiers.

You 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 UCD for the whole of the Period of Residence.

You are responsible for the behaviour of any person (including any family member) that you invite or permit to enter the Room, Residence and adjoining grounds and You must ensure they comply with the terms of this Agreement and UCD Residences Guest Policy (which is posted on www.ucd.ie/residences). If they do not You will be held liable. You are not permitted to have guests staying overnight unless You have received approval under UCD Residences Guest Policy and You must ensure that your Guest complies with the terms and conditions of the Policy.

You must register any overnight guest through the online UCD Residences Portal prior to their arrival.

The University reserves the right to refuse access to any guests where it has reasonable grounds to do so.

UCD may remove or exclude any visitors (including family members) from the Room, Residence and adjoining grounds.

You must check out of the Room at the end of the Period of Residence or earlier termination of this Agreement (where relevant) and return the keys (where applicable) to Residence Management. If You fail to do so you will be liable to pay a fee to UCD.

III. Respect For Others

You must behave and ensure that any guest of yours behave in a respectful manner, at all times, towards all all persons living, visiting or working in the Residence and cause or do anything that is likely to cause a nuisance annoyance or offence to them.

You must not use and ensure that any guest of yours does not use violence or threaten to use violence, verbally abuse harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person.

You must not bring into the Room or any part of the Campus or Residence any weapons, illegal items or items which UCD considers offensive or dangerous (which may include replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons) or allow the Room to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. For the avoidance of doubt you must not engage in hazardous misuse of any substance.

You must not interfere and ensure that any guest of yours does not interfere with, damage, misuse or remove the property of others living, working, or visiting the Residences. You must not interfere with, damage misuse, or remove University property.

You must not behave in a way and ensure that any guest of yours does not behave in a way that is anti-social in the Room, Residence and adjoining grounds and shall indemnify UCD against any claims made by any agent or employee of UCD or visitor arising out of any breach of the permitted use of the Room.

You must not to hold parties in the Room or in or on any part of the Residence save with the express permission of UCD Residence Management.

You must keep noise at a level that does not interfere with the study, sleep or comfort of persons living or working in the Residence and not play musical instruments or radios, televisions or other sound-producing apparatus in such a manner as to cause distraction or nuisance to other occupiers of the Residence and in particular between the hours of 11.30 p.m. and 7.30 am or such other times as UCD notifies.

You must not keep a dog, cat, reptile, insect, pet, fish or other animal at the Room or the Residence save for a registered Service Dog (see definition above) as provided for in the next paragraph.

Students with a disability or a certified condition, who wish to live in UCD Residences accompanied by a Service Dog, should contact UCD Access & Lifelong Learning with as much advance notice as possible. When a suitable room is available, UCD will permit students with a disability to keep a registered Service Dog with them at their Room and Residence subject to their registration with UCD Access & Lifelong Learning for Disability Support. The student will be responsible for the care of the dog and must ensure that the dog is controlled at all times and does not cause a nuisance to other occupiers of the Residence and other persons in the Residence at any time.

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For an animal to be recognised as a Service Dog 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)
5. Dog A.I.D. (UK)Guide Dogs UK
6. Hearing Dogs For Deaf People (UK)
7. Medical Detection Dogs (UK)
8. Support Dogs (UK)
9. International Guide Dog Federation
10. Autism Assistance Dogs Ireland

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

IV. Repairs, Maintenance and Alterations

You must keep the Room and Shared Areas in a clean and tidy condition at all times.

You must not build up rubbish in the Room

You shall only put rubbish in the bins provided by UCD. You must segregate rubbish and place recycled rubbish in designated recycling bin areas.

You must leave the Room in the same condition at the end of your Period of Residence as when You found it at the beginning (fair wear and tear excluded)

You must not make any alterations to the Room (including fitting any aerial or satellite dish) or make any alterations whatsoever in the internal arrangements or external appearance of the Room.

You must not remove, alter or damage any furniture, equipment, windows, locks or curtains in the Room.

You must not drill any holes or to affix any nails, tacks, screws, drawing-pins in the windows, doors, woodwork walls, floors or ceiling of the Room. Items may be attached to the notice board in the Room with pins, blu tack and sellotape;

You must not hang any flags, banners, clothes or other items from the windows or the outside of the Room.

You must report all maintenance and repair issues to Residence Management through the UCD Residences portal as soon as You become aware of them.

V. Safety and Security

It is your responsibility to help ensure that the Room, Shares Areas and the Residence are safe and secure to live in.

You must report immediately as a maintenance request through the online residences portal any failure of a door or window to lock.

You must not part with the possession of any keys or security cards provided by UCD for the Room and You must report any loss immediately to Residence Management. You must leave your Room and the Residence secure at all times and you must not prop open or block locks on the door to your Room or the Residence. For the avoidance of doubt you must not leave doors unlocked at anytime.

You must not interfere with the opening and locking system of any window in the Room and the Residence.

You must not do anything which may increase UCD insurance premium for the Room or the Residence.

You must not smoke or vape in the Room or any part of the Residence.

You must not bring any cooking equipment into the Room or the Residence that will be used in

such a way as to cause a hazard.

You must not overload electrical sockets or use unsafe electrical equipment. You agree to respond to all fire alarms and comply with all fire regulations and evacuation procedures.

You must not obstruct the Communal Areas or any parts of the Residence including fire escapes routes. For the avoidance of doubt no items may be left outside the Room and bicycles, e-scooters etc are not permitted within Residences.

You 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.

You 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 to report immediately the presence of such substances or materials. You agree to comply with the Residence Regulations.

You acknowledge and agree to comply with all UCD policies and guidelines including, but not limited to, Health and Safety, Dignity and Respect, UCD Child Safeguarding Statement, UCD Child Protection Policy, , Use of Monitoring Equipment in UCD Residences and CCTV.

While UCD shall be responsible for the provision of security on the Campus as a whole neither UCD nor Residence Management shall be responsible for the security of the Room or apartment where the Room is located in an apartment. Responsibility for security of the Room rests with You and You shall report all security incidents to Residence Management.

VI. You must abide by the provisions of the UCD Student Code of Conduct

7. UCD'S RIGHTS

I. Relocation

UCD reserves the right to move You to similar accommodation in any circumstances on giving You at least 7 days notice save in the event of an emergency when less notice can be given and You acknowledge that You do not have a right of exclusive possession of the Room.

II. Alterations and Building Works

UCD 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.

III. Removal and Disposal of Items

UCD may remove from the Room or the Residence any items which it considers offensive, dangerous and/or which may cause a fire hazard. You will not be entitled to take any such items back into the Room or the Residence and UCD may dispose of any such items.

UCD may dispose of any items left in the Room or the Residence at the end of your Period of Residence.

IV. Access

Upon giving You reasonable notice UCD or its agents or work personnel may enter the Room and examine the state of repair and condition of it and may carry out repairs or renovations to the Room or any adjoining premises.

UCD or its agents or work personnel may enter the Room without notice in an emergency situation or where a breach of discipline is suspected under the provisions of this Licence Agreement or under the provisions of the Student Code.

UCD Residences Management on behalf of UCD is a joint key holder of the Room with You.

8. YOUR RIGHTS

I. Occupation UCD grants

You:

- (i) The right to occupy the Room;
- (ii) The non- exclusive use of the Shared Areas serving the Room;
- (iii) Non – exclusive use of the Communal Areas;
- (iv) Where applicable the use of a communal gym within a Residence.

9. BREACH OF AGREEMENT

I. Payment for Loss or Damage

You must pay for all loss and damage suffered by UCD as a result of any breach of this Agreement by You or any of your visitors (including family members). This includes but is not limited to additional cleaning costs, replacement keys, repairing or replacing fixtures, fittings or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and income lost by UCD by your failure to vacate the Room when You should have.

10. SANCTIONS

If you or any of your visitors (including a family member) breach any of the terms of this Agreement then action may be taken against You as follows:

I. Residence Management

Residence Management will investigate the alleged breach and may invite You to discuss the circumstances of the alleged breach with them. Arising out of this Residence Management may:

- a. Take no action
- b. Reprimand You and may also give You a written warning or
- c. Refer the matter to the Director of UCD Estates Services Campus Operations for disciplinary action.

II. UCD Estate Services

The Director of UCD Estates Services or his/her nominee will investigate the alleged breach and may invite You to discuss the circumstances of the alleged breach with them. You may be accompanied by a member of the Student's Union or a Student Advisor in any meeting which takes place. Arising out of the investigation UCD Estate Services may:

- a. Take no action
- b. Reprimand You
- c. Give You a written warning
- d. Impose a fine upon You which must be paid within 7 days of its imposition in addition to You meeting the costs of repairs for any damage You have caused.
- e. Refer the matter to the Registrar where the alleged breach will be dealt with under the Student Code.

III. Appeals

You may appeal as follows if You are unhappy with a Sanction imposed upon You:

- a. Any Sanction made by Residence Management may be appealed in writing to UCD Estates Services within 10 days of the Sanction. The decision of UCD Estates Services shall be final.
- b. Any Sanction made in the first instance by UCD Estates Services may be appealed in writing to the Registrar within 10 days of the Sanction. The decision of the Registrar shall be final. In the event an appeal to a fine is upheld the imposed fine will be refunded.
- c. Any Sanction arising under the Student Code may be appealed in accordance with the Student Code of Conduct.

11. TERMINATION RIGHTS

I. Your Rights

- a. Should You cancel your booking within 24 hours You will be refunded your Deposit in full.
- b. Should You cancel your booking after 24 hours but prior to the commencement of your Period of Residence You will be refunded your Deposit less an administrative charge of €50.
- c. If this agreement terminates at the end of your selected Period of Residence you will be refunded 100% of your Deposit within 28 days of termination. This refund is subject to your Room not being damaged, being left in a clean and tidy condition and there being no fines or charges levied in connection with this Agreement.
- d. Refund of your Deposit is subject to payment of the Licence Fee and associated charges being up to date. UCD shall be entitled to use your Deposit as credit against any costs it incurs for cleaning, repair and replacement of damaged items and against settlement of any monies owed by You in connection with this Agreement.
- e. You must submit an online cancellation request giving no less than 28 days to Residence Management if You wish to terminate the Licence Agreement prior to the end of the Period of Residence. The online cancellation request can be submitted via the residences portal You will be liable to pay the Licence Fee and any and all associated charges up to the end of the 28 day notice period or such longer period of notice provided in the online cancellation request

II. UCD's Rights

UCD may terminate this Agreement in any of the following circumstances:

- a. You have failed to take up occupation of the Room.
- b. You have failed to pay the Licence Fee and associated charges on the due dates.
- c. You have committed a serious breach of this Agreement or have persistently breached the terms and condition of this Agreement and UCD has followed the procedures followed in the Student Code. You have been convicted of a criminal offence which UCD regards as serious.

- d. You have supplied information to UCD in connection with your application for a Room which is false or misleading or have failed to supply information to UCD which it considers relevant.
- e. You are no longer undertaking a course of study at UCD and are not registered as a student.
- f. Your Room is not habitable due to events beyond UCD's control (such as fire or damage) and UCD does not have alternative accommodation for you to occupy.
- g. UCD considers it necessary to move You from the Room for your protection or the protection of others.
- h. UCD has a right to terminate this Agreement by serving a valid written notice of termination on You. UCD shall give the required period of notice to You pursuant to s66 Residential Tenancies Act 2004 (as amended).
- i. UCD has a further right to terminate this Agreement early if one of the following situations occur:-
 - a. Should You breach an obligation under this Agreement, UCD can terminate this Agreement with 28 days' notice;
 - b. Should serious anti-social behaviour arise where there is a high and imminent risk of death, serious injury or danger to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity or to the structure of the property as a result anti-social behaviour by You, UCD can terminate this Agreement with 7 days' notice.

In the event that UCD terminates this Agreement by reason of a to e above in this Section 11 part ii or you have been subject to any of the sanctions referred to in c – e of Section 10 part II of this Licence To Reside You will not be entitled to apply for student accommodation in the future without the consent of UCD which it may withhold at its sole discretion.

12. CAR PARKING

You will not be entitled to apply for permit parking on the Campus unless you are entitled to an exemption from this policy.

13. WITHHOLDING OF AWARD AND PROGRESSION

UCD reserves the right to withhold or stop (i) the conferring of any degree or award, (II) access to registration for the next academic year and/or (iii) admission to a new programme until payment is made to UCD of the Licence Fee, fines and any other monies owing to UCD in accordance with the Non-Payment of Fees Policy please see <https://www.ucd.ie/students/fees/nonpayment/>

14. COMPLAINTS

If you are unhappy with any decision UCD had made or You feel that it has failed to fulfil its obligations to You in connection with this Agreement You should in the first instance raise your concerns with Residence Management. If you feel You have not resolved the matter then You should bring a Complaint under the UCD's Student Complaints Policy

<https://www.ucd.ie/secca/studentcomplaints/>

15. GENERAL

I. Entire Agreement

This Agreement shall constitute the whole of the terms agreed between the Parties in respect of the subject matter of this Agreement provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

II. Severability

If any provision of this Agreement is held to be illegal or unenforceable then the remainder of the Agreement shall be unaffected.

III. Waiver

Unless otherwise agreed in writing, no failure by either party to exercise any right or remedy available to it nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

IV. 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.

V. Communications and Notices

All communications and notices relating to this Licence Agreement will be sent to your UCD email address.

VI. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the Residential Tenancies Acts 2004 – 2021 as amended. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

FIRST SCHEDULE FURNITURE, APPLIANCES AND CONTENTS

Each apartment where the Room is located has inventory specific to it. A list of inventory items and condition of said items unique to You and Your co occupiers can be found in the UCD Residences Portal UCD shall carry out an inventory check online within 1 week of occupation

SECOND SCHEDULE ASSOCIATED COSTS