

# **Buckley Hall Licence General Conditions**

These General Conditions are to be read in conjunction with the Essential Terms of the License and House Rules, and in the event of conflict, the Essential Terms shall prevail. In the event of conflict between the General Conditions and the House Rules, the General Conditions shall prevail. These General Conditions are drawn in the interest of the proper and efficient management of the Student Residence and may be amended from time to time by the LICENSOR and published on the LICENSOR's website and the LICENSEE agrees to be bound by those terms as amended from time to time. Words in these conditions have the same meaning as in the Essential Terms.

## **No Assignment**

This Licence is personal to the LICENSEE and may not be assigned, sub-licensed or otherwise dealt with, in whole or part, by the LICENSEE.

## **Non exclusive license**

The LICENSOR will endeavour to provide the LICENSEEs with your preferred roommates however this may not always be possible and sharing is at the LICENSOR's discretion. The LICENSOR reserves the right to move the LICENSEE to another Apartment of equal standard within the Student Residence in the interests of good management.

## **Licence Fee**

The Licence Fee is defined per Semester, and the LICENSEE shall pay the Licence Fee 1 month in advance of each Semester Start Date (the Due Date), as defined in the Licence. Therefore the 1st payment is due 1 month in advance of the Licence Start Date. In the event the LICENSEE fails to pay the full amount due by the Due Date, the LICENSOR may

- Cancel the Licence (by writing to the Student Email in Licence), forfeit the Deposit and re-advertise the bed or
- Charge an initial administration charge of €100 for late payment of Licence Fee and an ongoing charge of €50 per week for each week that the Licence Fee or any part thereof that remains outstanding.

The Licence Fee includes the following Utilities: Broadband/Domestic Waste/Water Charges

The Licence Fee does not include the following Utilities: Prepaid Gas/Prepaid Electricity/TV Licences/Laundry

## **Deposit**

A deposit is to be paid with each booking application. This deposit will secure the Bed and is held as also as security deposit which will be refunded after satisfactory Check Out. If there are no beds available the deposit will be returned within 1 week. Any student who has paid the Licence Fee due for a semester and who for whatever reason fails to take up residence or who takes up residence, and for whatever reason subsequently vacates their bed will not be refunded their Deposit or Licence Fee. The Deposit will be refunded to the LICENSEE within 4 weeks from the Checkout Date provided that the terms and conditions of this Licence have been complied with in full and upon receipt by LICENSOR of all keys security cards/fobs issued to the LICENSEE. Any outstanding fines, utility charges, cleaning costs, outstanding administration charges, Inventory costs, will be deducted from the deposit.

## **Revocation of License.**

Should the LICENSEE commit a serious breach of this agreement the LICENSOR shall be absolutely entitled to revoke this License and the LICENSEE shall vacate the premises on being given 48 hours prior notice in writing, without prejudice to any other rights accruing in favour of LICENSOR arising out of the breach of the terms and conditions of the License or otherwise. Where the Licence is cancelled pursuant to the foregoing paragraph, all monies paid (including Licence Fee and Deposit) will be forfeit.

## **Cancellation By Licencee**

If you are a 1st year student and if the booking is cancelled within three days of the publication of First Round CAO Offers (typically 17 Aug) the LICENSOR agrees not to hold the Licencee liable for the full term of your Licence based on the student providing written confirmation from the CAO that the LICENSEE did not secure a college offer based in Dublin. However the Deposit will not be refunded.

For all other cancellations please note your Deposit and Licence Fee are not refundable

## **Permitted User**

The LICENSEE agrees not to use or permit the Apartment to be used otherwise than for student residential purposes.

## **Behaviour**

LICENSEEs are not permitted to hold parties in or on the premises or the apartment or in or on any part of the Student Residence not to play musical instruments or radios, televisions or other sound producing apparatus in such a manner as to cause distraction, annoyance or nuisance to the other LICENSEEs of the apartment or the Student Residence and in particular not between the hours of 11 p.m. and 8 a.m. A noise penalty of €100 will be imposed on offenders of this condition. Parties are strictly prohibited and a fine of €200 will apply to any breach of this whether the students are residents of the offending apartment or visitors from another apartment within the Student Residence. Not to use balconies between 11p.m and 8a.m. Anti-social behaviour will not be tolerated and any LICENSEE acting in this manner will be fined and may have their Licence revoked. Please also note Buckley Hall House Rules available on the website <https://www.buckleyhall.ie/download/BuckleyHall-HouseRules.pdf>

## **Damages**

The LICENSEE is responsible for any damages caused to the apartment as a result of negligence, accidental or otherwise and are responsible for any repair/replacement costs of same. All damages must be paid for as they arise.

## **Furniture, Fittings and Fixtures**

The LICENSEE shall not deface the premises, the apartment or the complex or to drive nails or drawing pins in to the walls or woodwork, of the premises or the apartment nor to affix any form of sticky tape to plaster or woodwork, or otherwise to deface the premises or the apartment or the complex and to remove any of same within 24hrs of notification by LICENSOR. The repair cost of any defacement will be deducted from the deposit, or at the discretion of LICENSOR, be payable by the LICENSEE to LICENSOR on demand.

## **Inventory**

The apartment is provided with a standard inventory which is detailed on the website at <https://www.buckleyhall.ie/download/BuckleHallInventory.pdf>, dependent on the apartment being licenced. The LICENSEE is responsible for notifying the LICENSOR within 1 week of the Licence Start Date of any missing or damaged inventory using the <https://www.buckleyhall.ie/contact-us> form. Any Inventory reported missing or damaged (beyond fair wear and tear) after that date, or found by staff to be missing or damaged (beyond fair wear and tear) during the licence term or at Check Out will be billed to the LICENSEE or failing payment, discounted from the LICENSEEs Deposit.

## **Cleaning/Inspections**

The LICENSEE shall keep the interior of the premises in a clean and hygienic condition, including all fixtures, fittings and installations therein and not to damage same and to indemnify LICENSOR against all claims arising out of any damage thereto. If the premises and apartment is not maintained by the LICENSEE to a standard of cleanliness acceptable to LICENSOR, LICENSOR will arrange, on the giving of 48 hours written notice to the LICENSEE, to have the premises/or apartment cleaned. The LICENSEE will be responsible to LICENSOR for the cost of cleaning (€220 will be charged per apartment) if cleaners have to clean the apartment as a result of non- compliance.

The LICENSEE shall not expose any bottles, containers or other articles in the area of the windows of the premises or the apartment. The LICENSEE shall allow LICENSOR appointed individuals to enter the apartment on NOTICE to inspect the apartment for cleanliness and to ensure the conditions of occupancy are being upheld.

All residents are expected to have common areas of the apartment clean and tidy for the arrival of any new residents during the year. Advance notice where possible will be given to existing residents of new arrivals.

## **Security**

LICENSEEs should not open the door of their apartment to strangers at any time. All LICENSOR representatives must wear a valid ID badge and identify themselves.

All LICENSEES must ensure that the main door, balcony door and all windows of their apartment are locked at all times. The LICENSEES must provide identification when requested to by security personnel or a LICENSOR representative. The LICENSEE shall not under any circumstance part with the possession of any keys to the premises or any security card/fob for the purpose of gaining access to the premises or the apartment and to report any loss thereof immediately to LICENSOR. The LICENSEE shall be liable to LICENSOR for the cost of the replacement of any key or security card/fob (€75) so lost or destroyed. If all keys are not returned on vacation of the apartment, the LICENSEES of the apartment may incur the cost of replacing the lock in this apartment. It is the responsibility of each and every LICENSEE to ensure that all external doors and gates are kept closed. LICENSEES must not allow nonresidents whom they do not know to enter any part of the accommodation.

## **Building Safety and Appearance**

The LICENSEE agrees:

- Not to hang or permit to be hung, or expose any clothes or other articles or to exhibit any sign board, poster or advertisement matter of placard, flag or banner outside, in or on the Student Residence or outside in or on the apartment or the complex and in particular not to affix any such or other sign or placard to the inside walls of the unit or the structure, plaster work or woodwork therein.
- Not to expose any washing or wearing apparel or any linen on any part of the premises, the apartment or the Student Residence and not to carry out or permit to be carried out any laundering or other similar activity in the baths, washbasins, sinks or cisterns in the apartment.
- Not to store or hang any items on the balconies. LICENSEES who wish to keep garden furniture on their balconies must have prior approval from LICENSOR.

## **Maintenance**

The LICENSEE shall not impede LICENSOR, its agents, or workmen from entering the premises or the apartment for the purpose of examining the state of repair and condition thereof or for the purpose of effecting such repair or renovations to the premises, the apartment or any part of the complex.

The LICENSEE shall inform LICENSOR immediately of any emergency or situation requiring urgent attention.

LICENSOR may require the LICENSEE to vacate the apartment to conduct necessary alterations, repairs or decorations during the period of the Licence. The LICENSEE must vacate the apartment in the timeframe agreed by LICENSOR provided that alternative accommodation is made available to the LICENSEE for said period.

## **Ventilation**

The LICENSEE shall not cover or turn off wall vents/fans in toilets and kitchens as these are required for ventilation under Building Regulations. Ventilation is also very important to avoid buildup of moisture and mould growth, particularly in kitchen and bathroom areas. All windows should be opened each day for a short period to allow proper ventilation of the apartment when the apartment is occupied and toilet doors should be also left open to allow ventilation after hot showers/baths if a build up of steam.

## **Visitors**

The LICENSEE shall not permit visitors to remain overnight in or on any part of the premises; the apartment or the complex breach of this term herein may result in a fine and or expulsion without refund.

The LICENSEE is responsible for all visitors to their apartment. Any damage or disturbances caused will be the responsibility of the LICENSEE

## **Insurance**

The LICENSOR has no liability for any loss of valuables or personal belongings kept in or on the premises or the apartment or student village, which shall remain at the sole risk of the LICENSEE. This includes all vehicles, motorcycles or bicycles parked in the car park and bicycles racks. It is advisable that all occupants should insure all personal effects and belongings including bicycles and laptops. Student's possessions insurance is available from [www.cover4students.ie](http://www.cover4students.ie)

Access

The LICENSOR reserves the right to enter the apartment at any time without prior notice. However, advance notice will normally be given whenever possible.

## **Internet**

LICENSOR operates an internet fair usage policy, (usage limit per person is set at 10MB/per sec download at time of writing)

## **Responsibility of LICENSEE**

The LICENSEE is responsible for the condition of the Apartment, and for what happens therein, from the moment they receive their access card until the end of the Occupancy Period.

## **Data Protection**

Under the Data Protection Act all details provided to LICENSOR by the LICENSEE will not be disclosed to any third parties. Accordingly LICENSOR can only discuss issues regarding the occupancy with the LICENSEE and not with any other third parties including the guarantor.

## **Fire Safety**

The LICENSEE agrees to be bound by all fire safety and other regulations for the safe and orderly management of the premises, the apartment and the Student Residence as may from time to time be imposed and to acquaint himself/herself with these regulations and the emergency escape routes and not to interfere in any manner with the fire and safety equipment.

Irrespective of how many "false alarms" have occurred the LICENSEE must treat every alarm as an emergency.

The unnecessary interference with fire safety equipment or the discharge of fire extinguishers is considered a serious act of vandalism and which may result CANCELLATION OF THE LICENSE. There will be a fine of €500.00 for each offence of tampering with fire safety equipment. This fine will be levied against the LICENSEE responsible or against the LICENSEE whose visitors/guests are responsible.

No satellite dishes are permitted anywhere on the premises.

## **Health and Safety**

The LICENSEE agrees:

- To adhere to a strict no smoking policy in all the apartments.
- Not to consume Alcohol outside the confines of their apartment. Alcohol is not permitted on the grounds or in the corridors. A LICENSEE wishing to consume alcohol can only do so in the confines of their apartment and is expected to do so in a responsible manner.
- Not to interfere with or over-load any electrical apparatus installed in or on the Apartment or the Student Residence and not to install any additional electrical wiring, gas piping or portable gas or paraffin heaters into the Student Residence or the apartment. Candles and chip pans are not permitted in any apartment.
- To ensure that any electrical goods which are brought onto the property by the LICENSEE are in proper working order and meet acceptable safety standards.
- Not to place or cause any obstruction in or on the apartment or on any hall, stairs and landings, or in or on any part of the Student Residence and in particular not place any vehicles, motorcycles or bicycles therein or thereon save in such locations as may be designated for the parking or storing of same. Locks will be cut and bicycles will be removed and a €150 fine will be charged to the offender on release.
- Not to undertake any cooking or otherwise prepare any food in the premises except in the kitchen of the apartment and not to dispose of any materials into any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving the complex.
- Not to store or keep or permit to be kept in or on the premises or the apartment or in or on any part of the complex any dangerous, combustible substances or materials whatsoever and to report immediately the presence of such substances or materials to LICENSOR.
- Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in the apartment or any part of the complex. To remove all waste from the premises and apartment and at all times to make use of a common rubbish bin in respect of such items.

## **Check Out**

The LICENSEE shall leave the apartment on or before the Checkout Date (as defined in the Licence) and shall leave the apartment in a clean and orderly condition that is suitable for immediate re-letting.