



## Licence Agreement 2018/2019

### IMPORTANT NOTE:

This is a formal document intended to create legally binding obligations. Make sure that you read and understand the agreement before accepting your accommodation offer. In accepting this agreement you agree to abide fully by these terms and conditions which include staying and paying for the full period of residence. If there is anything you do not understand in this licence agreement, please contact the Village Reception.

This Licence and Terms and Conditions attached to it represent the entire agreement and understanding of the parties save only in respect of any rules or regulations which may be made from time to time to Plassey Trust Ltd trading as Campus Life Services for the orderly use and management of campus accommodation which, when notified in writing to the Licensee or otherwise published, shall be deemed to form part of the Conditions of Occupancy and, save as aforesaid, no other terms and conditions may be agreed with a resident unless they are stated in writing and signed by Campus Life Services.

Plassey Trust Ltd, University of Limerick, Limerick



## **IMPORTANT INFORMATION**

**The legal document you are about to accept includes many important obligations on your part. It is very important that you read this document before accepting and taking up residence at University of Limerick. While the document includes a comprehensive list of undertakings, there are some we would like to highlight to you now.**

### **Cancellation policy**

#### **1. Cancellation after check in**

If you cancel your room in writing **after check in** and have not found someone to take your room, you will forfeit your full deposit and you will be liable for rental fees as follows:

- a. Cancellation after check in and notice is received on/before 30 September (for residents who have accepted an offer for semester 2 only, the cancellation date is 30 January)– you will be liable for 8 weeks rental fees from the date of notice.
- b. Cancellation following check in and notice is received after 30 September – you will be liable for the full rental fees for semester one. **No refund will apply and you will forfeit the right to apply for on campus accommodation in future academic years.**

#### **2. Early Vacation of a full year term**

If you have booked for a full year and want to forego accommodation for the spring semester, 4 weeks written notice is required on or before 31 October 2018, with the room vacated by 21 December 2018. In this case, you will forfeit the deposit and you will be liable for 8 weeks rental fees from the date of notice.

Where notice is received after 31 October 2018, you will be liable for the full rental fees for spring.

With all early vacation of a full year term, you will forfeit the right to apply for on campus accommodation in future years.

Village Management

February 2018



## **LICENCE AGREEMENT**

**PLASSEY TRUST LTD TRADING AS CAMPUS LIFE SERVICES. HEREAFTER REFERRED TO AS CLS**

The Licensee holder is the person who the offer, licence and terms and conditions have been agreed and accepted by.

### **LICENCE TO OCCUPY**

Upon payment of the appropriate deposit and Licence Fee as hereinafter set out, the Licensee shall be permitted to occupy the Premises described in schedule 1 on foot of this Licence Agreement on a non exclusive basis and subject to the Terms and Conditions hereof. This Licence Agreement shall expire at the end of the period in respect of which the Licence Fee has been paid unless it has been revoked earlier as hereinafter provided.

The Licensee shall pay the Licence fees in accordance with the dates outlined on the 2017/2018 schedule of rental fees which is published on [www.studentliving.ul.ie](http://www.studentliving.ul.ie). If the account and any other charges or fines are outstanding at the end of September, the account will remain outstanding and the room will become forfeit within two days of receipt of notice from CLS. Any outstanding Licence Fee will be sent to a debt collection agency at the cost of the Licensee.

#### **Cancellation following Occupancy**

If the Licensee cancels his/her license in writing having moved into the accommodation and has not found a suitable replacement licensee, the Licensee's full deposit will be retained and he/she will be liable for rental fees as follows:

- a. Cancellation following Occupancy and notice received on/before 31 October – the Licensee will be liable for 8 weeks rental fees from the date of notice.
- b. Cancellation following Occupancy and notice received after 31 October - the Licensee will be liable for the full rental fees.

A cancellation form must be completed and returned to the village reception to confirm the date of cancellation.

### **Early Vacation of a full year term**

If the Licensee having booked a full year term wishes to surrender accommodation for the spring semester, 4 weeks written notice is required on or before 31 October 2017, with the room vacated by 21 December 2018. In this case, the Licensee will forfeit the deposit and will be liable for 8 weeks rental fees from the date of notice.

Where notice is received after 31 October, the Licensee is liable for the full Licence fee.

Any outstanding debt incurred through the failure to meet the conditions of his/her Licence will be forwarded to CLS's debt collection agency. If no replacement licensee is found, the Licensee's deposit will be returned at the end of the Licence Period, provided the Licensee has paid his/her Licence Fee in full.

Please note that CLS will only try to find a replacement licensee for the Licensee once full occupancy has been achieved for the building.

The Licensee agrees to supply CLS with full contact details of a homeowner who must agree to act as guarantor to the Licensee. A signature is required from the homeowner to confirm his/her agreement.

### **REVOCATION**

CLS reserves the right to revoke this Licence on giving 24 hours prior written notice to the Licensee in the event of any one of the following:

- (i) The breach by the Licensee of any of the Terms and Conditions of this Licence.
- (ii) On the Licensee ceasing during any of the Licence Periods to be a registered full time student or leaving their course at University of Limerick.
- (iii) For such other reasons as CLS may consider necessary for the good and proper management of the Village.
- (iv) If any account or balance remains outstanding for a period of four calendar weeks as set out in Schedule 2, Clause 1

Upon revocation the Licensee shall immediately vacate the Premises

### **ALTERNATIVE PREMISES**

As circumstances require, CLS retain the right at sole discretion to change allocation of the Premises. However, in that event, any Licensee who is asked to change Premises may choose instead to vacate the Premises and will be refunded a pro rata proportion of the Licence Fee by the Licensor.

## **SCHEDULES**

Schedules 1, 2 and 3 form part of this Licence Agreement. Schedule 3 (Inventory of contents) will be provided to the Licensee at the time of occupation of the Premises. Schedule 3 will be furnished to the Licensee upon arrival to the residence and shall be dealt with as set out in that schedule.

The licensee has read the foregoing Terms and Conditions, and Schedules 1 and 2 attached and am in agreement with same. It is hereby confirmed that the Licensee has obtained independent legal advice as to the status and interpretation of this Licence Agreement as giving rise solely to the relationship of Licensor and Licensee. It is agreed and declared that nothing in this Licence Agreement and the Schedules hereto shall be or ought to be construed as granting any interest whatsoever in the Premises or the Apartment to the Licensee or giving rise to the relationship of landlord and tenant between the Licensor and the Licensee or as conferring on the Licensee any exclusive right of possession of the Premises or the Apartment, or any right of possession at all therein save to the extent necessary for the purposes of the Licence Agreement.

## **Amendments**

We may amend these terms and conditions from time to time as we deem necessary. It is your responsibility to ensure familiarity with and observations of any amendments which we will endeavor to promptly bring to your attention.

# **SCHEDULE 1**

## **PREMISES**

The room, together with the use in common with all other Licensees of the living accommodation, kitchen and bathroom facilities and use of all common areas in the Village.

Residents within an Apartment are jointly liable for the shared areas within the Apartment including the internal corridor and the kitchen/living room. The cost of making good any damage, vandalism or other loss caused by unidentified persons may be a charge against all the residents of that Apartment. In the event where there is damage to Apartments or common areas including the exterior of the Village where those responsible cannot be identified, the Village Management reserves the right to impose a community levy at the end of term to all residents in the Village.

Where damage or loss arises through the negligence (whether by commission or omission) of a resident, the resident shall be liable for any consequential costs that arise which are legally recoverable by CLS except where such losses can be recouped from insurers.

As circumstances require, Campus Life Services retains the right at its sole discretion to change allocation of the premises.

## **LICENCE PERIOD**

The Licence Period is for the date outlined in the offer letter, and agreed terms and conditions, inclusive subject however, to the earlier determination as herein provided.

## **LICENCE FEES**

Details of Licence Fee for each room type are published on [www.studentliving.ul.ie](http://www.studentliving.ul.ie). Payment of the first moiety is required prior to occupation at latest by 30 July 2018 for all students with the exception of Incoming First Year students through CAO where the payment of first moiety is required following acceptance of offer and prior to check in. Payment of the first moiety will validate your application and secure a room on a first paid basis. Payments will be carried out online at [www.studentliving.ul.ie](http://www.studentliving.ul.ie)

## **LATE PAYMENT FEE**

A late payment fee of €50.00 will apply to all overdue licence fees.

## **DEPOSIT**

The application fee of €50 is hereby retained as a deposit against damage, excess use of energy and early vacation of Apartment. A further €300 security deposit top up is required prior to check in. The total security deposit will then be €350.00. The deposit refund is processed on the students departure. It will be the responsibility of the resident to enter their bank details on the accommodation portal prior to their departure to ensure that they receive their deposit refund.

## **INSPECTION / SURRENDER OF KEYS PRIOR TO REFUND OF DEPOSIT**

Each month or at the discretion of CLS, the Premises and the Apartment will be inspected by CLS in order to ensure the maintenance of reasonable standards, to inspect the conditions of Apartments and to check compliance with the Conditions of Occupancy. The residents of the Apartment will be informed if any work is required to be done or if the standard of cleanliness is not adequate and a time limit set for the carrying out of this work. If there is any damage caused to the Apartment or the Premises which is not due to fair wear and tear or if any items are missing, the cost of the repair of the damage and/or the replacement of missing items will

be charged against the Licensee's deposit, and this will be deducted when the balance (if any) is refunded at the end of the Academic Year. In the event of the deposit not being sufficient to cover the cost of the foregoing, same will be chargeable to the Licensee(s). The cost of cleaning, repairs, any missing items and any damage to items not due to fair wear and tear in the Apartment will be deducted from the deposit or charged to each occupant of the Apartment in equal shares. Please refer to the Schedule of Charges attached to this document.

At the conclusion of the Licence Period all keys must be surrendered and the Premises will be finally inspected by CLS.

### **UTILITIES – DEPOSIT AND CHARGES**

Each Apartment is metered separately for energy supply and the Licensees of the Apartment are liable for all energy used in equal shares. At the end of each term the Licensee will be issued with an account in respect of the utilities used. A utilities allocation is payable prior to occupation for gas, electricity and water charges. This allocation is included in the licence fee. Should energy usage be greater at the end of the Academic Year than the energy deposit paid, the Licensee will be charged. Energy readings are taken for each house/apartment on the day of check in. If you would like to view the readings for your house/apartment on check in, please request this from reception. The Licensee will be issued with an account which is payable to CLS within seven days. Spare light bulbs are supplied inclusive in the Licence Fee. Copies of typical 'ESB' or 'Bord Gais' utility bills are not available to individual Apartments as CLS is charged by the University and not directly by the energy board. However, meter readings taken prior to arrival and on departure are available.

The Utilities amount which is included in the licence fee is as follows:

<b>Plassey Village</b>	
8 Bed	€290 per room
4 Bed	€390 per room
<b>Kilmurry Village</b>	
8 Bed	€290 per room
6 Bed	€320 per room
<b>Dromroe, Thomond and Cappavilla Villages</b>	
6 Bed	€320 per room
4 Bed	€420 per room
2 Bed	€650 per room
<b>The Quigley Residence</b>	
4 Bed	€420 per room
2 Bed	€650 per room
<b>Brennan Court Apartments</b>	
4 Bed	€420 per room
<b>Troy Village – Off Campus</b>	
5, 6 & 7 Bed	€390 per room
3 & 4 Bed	€420 per room

### **INTERNET CONNECTION, CABLE TV, TV LICENCE AND REFUSE COLLECTION**

The licence fee includes:

- A high speed internet connection & Wifi service
- Multichannel television
- Television licence (Required by Irish law)
- Refuse collection twice weekly
- Academic year membership to the UL Sports Arena

CLS takes no responsibility for interruption of service.





## **SCHEDULE 2**

### **TERMS AND CONDITIONS BINDING ON THE LICENSEE**

The Licensee shall pay the deposit, Licence Fee and energy charges without deduction, in the manner set out in this Licence Agreement and in accordance with the dates outlined in the "First Schedule".

Any account or balance on an account that remains outstanding two calendar weeks after the due payment date will be deemed to be an overdue account. If after a further two weeks, the account has not been cleared, 24 hours notice to quit will be issued by CLS.

Special Consideration: Notwithstanding the arrangements in relation to accounts detailed above, from time to time and at its sole discretion, CLS may agree varied arrangements with individual residents where there are special and mitigating circumstances. Requests for such consideration should be addressed to CLS Manager.

**No refund of any pre-payment shall be made in the event of early vacation of the Premises except in exceptional circumstances and then only at the discretion of CLS. In any event, the deposit of €250 shall be retained by CLS. There shall be no obligation on CLS to find an alternative Licensee.**

#### **Cancellation following Occupancy, without a Replacement Licensee**

If the Licensee cancels his/her license in writing having moved into the accommodation and has not found a suitable replacement licensee, the Licensee's full deposit will be retained and he/she will be liable for rental fees as follows:

- a. Cancellation following Occupancy and notice received on/before 30 September – the Licensee will be liable for 8 weeks rental fees from the date of notice.
- b. Cancellation following Occupancy and notice received after 30 September - the Licensee will be liable for the full rental fees.

#### **Early Vacation of a full year term**

If the Licensee having booked a full year term wishes to surrender accommodation for the spring semester, 4 weeks written notice is required on or before 31 October 2018, with the room vacated by 21 December 2018. In this case, the Licensee will forfeit the deposit and will be liable for 8 weeks rental fees from the date of notice.

Where notice is received after 31 October 2018, the Licensee is liable for the full Licence fee.

Any outstanding debt incurred through the failure to meet the conditions of his/her License will be forwarded to CLS's debt collection agency. If no replacement licensee is found, the Licensee's deposit will be returned at the end of the Licence Period, provided the Licensee has paid his/her Licence Fee in full.

Please note that CLS will only try to find a replacement licensee for the Licensee once full occupancy has been achieved for the building.

The Licensee agrees to supply CLS with full contact details of a homeowner who must agree to act as guarantor to the Licensee. A signature is required from the homeowner to confirm his/her agreement.

- . The Licensee shall be bound by all Fire Safety and other regulations for the safe and orderly management of the Premises, the Apartment and the Village as may from time to time be imposed and acquaint himself/herself with these regulations and with the emergency escape routes and not interfere in any manner with the Fire Safety equipment. The unnecessary interference with Fire Safety equipment or the discharge of fire extinguishers is considered a **serious act of vandalism** . This is liable for criminal prosecution. Should this occur there will be a charge of €250 levied against the individual responsible or equally against all occupants of the Apartment / or the blocks if the individual cannot be identified. Irrespective of how many “false alarms” have occurred residents must treat every alarm as an emergency
- . Fire resistant doors may not be wedged or held open.
- . The Licensee shall not damage windows or doors. There will be a charge of €200 for this breach of terms herein, levied against the individual responsible or equally against all occupants of the House if the individual cannot be identified. In the event of high winds, residents must ensure that all windows and external (including balcony) are firmly closed.
- . In the event where there is damage to Houses, Apartments or public areas including the exterior of the Village where those responsible cannot be identified, the Village Management reserves the right to impose a **community levy** at the end of term to all residents in the Village. If applied, the levy will be deducted from the damage deposit at the end of term.
- . The Licensee is prohibited from throwing any object from windows and is prohibited from entering or exiting accommodation by way of a window. The licence will be terminated for any resident who has been found to be vandalising external windows by throwing eggs.
- . The Licensee shall not interfere with or overload any electrical apparatus installed in or on the House including the Premises and not install any additional electrical wiring, gas piping or portable gas or paraffin heaters into the Premises or the House or any other part of the Village and shall ensure that any electrical goods which are brought onto the Premises by the Licensee are in proper working order and meet acceptable safety standards. Under no circumstances should more than one appliance be wired to a single plug.
- . In the interest of fire safety, barbeques, candles, incense burners, aromatic oil burners, joss sticks, chip pans and any other similar items are not permitted in any House.
- . Kitchens should not be left unattended while cooking is in progress.
- . The Licensee shall not leave any electrical appliances switched on unsupervised.
- . The Licensee shall not share possession of the Premises or any other part thereof with any person (other than those holding a similar Licence in respect of other Premises in the House only) or shall not permit the Premises hereby licensed to the Licensee to be occupied by any person other than those authorised as aforesaid during the Licence Period.

- . Accommodation is allocated to Licensees for residential occupation only. The accommodation may not be used for the conduct of any business nor can it be used as a business address. Activities that are prohibited include performance rehearsals, meetings, any practical experiments whether course related or otherwise. This condition does not preclude the resident undertaking administration in relation to recognised University, clubs and societies.
- . The Licensee shall occupy the Premises assigned by CLS during the full Licence Period. Transfer to other premises managed by CLS may only be arranged with the permission and at the sole discretion of CLS.
- . If the Licensee wishes to absent him/herself from the Village for any length of time he/she shall in his/her own interest of safety inform the Village Manager and leave an address and telephone number at which he/she can be contacted in case of emergency.
- . 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.
- . In order to ensure that events held in campus accommodation are safe, responsible and enjoyable, it is necessary that an Event Request Form is completed by residents at least two days in advance of the planned event. The event must be approved by the Village Management. In doing so, both the Village Management and Campus Security are aware that an event is taking place and can assist so that the event can be held in a safe and responsible manner.

Event Request Forms will be available from the Village Reception. Unauthorised events held without permission are a breach of security and the relevant disciplinary procedures will apply.

- . The Licensee should not 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 House or the Village and in particular not between the hours of 22h00 and 08h00. Failure to comply with this, may at the discretion of CLS, and based on complaints from other residents, be grounds for termination of the Licence Agreement.
- . The Licensee shall not permit visitors to remain overnight in or on any part of the Premises, the House or the Village and shall require all visitors to leave the Village by 22h00. If the Licensee is found repeatedly not adhering to this requirement it will result in an on the spot charge of €100 for the breach of the Terms herein or at the Licensor's discretion, termination of this licence without refund unless another student acceptable to the Licensor is found by the expelled Licensee to occupy the Premises.
- . The Licensee is responsible for all visitors to his/her House. Any damage or disturbances caused will be the responsibility of the Licensee.
- . The Licensee shall keep the interior of the House and the Premises in a clean and hygienic condition, including all fixtures, fittings and installations therein and shall not damage same and shall indemnify CLS against all claims arising out of any damage thereto and shall hand in same on the termination of this Licence in good and proper condition.
- . All residents are expected to have common areas of the House 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.

- . Where the individual responsible for any damage to the property is not identified, the cost of repair/ replacement shall be borne by all occupiers of a House in the case of damage caused to, or loss from a communal area of such House or the person occupying the bedroom in question in the case of damage. If the damage occurs in a communal area of the block and the perpetrator cannot be identified, the repair costs will be borne by all residents of the block. Wear and tear is at the discretionary decision of village management.
- . It is acknowledged that an inventory of the items at the Premises and the House referred to in this clause annexed to Schedule 3 hereto has been signed by the Licensee who admits that the said items and all fixtures and fittings are at present in good order and condition. If the Premises and House are not maintained by the Licensees to a standard of cleanliness acceptable to CLS, CLS will arrange to give 48 hours written notice to the Licensees, to have the Premises and/or House cleaned by Contract Cleaners, and the Licensees will be liable to CLS for the cost of same. (Please refer to Schedule of Charges attached to this document.)
- . The Licensee shall not deface the Premises, the House or the Village, or drive nails or drawing pins into the walls or woodwork of the Premises or the House nor affix any form of sticky tape or blutack to plaster or woodwork and shall remove any of the same within 24 hours of notification by CLS. The repair cost of any defacement will be deducted from deposit, or at CLS's discretion be payable by the Licensee to CLS on demand.
- . The Licensee shall not remove or permit the furniture, fixtures and fittings, appliance or articles to be removed from the Premises or from the House or the Village.
- . The Licensee shall not give strangers admission to the House block at any time day/night as to do so poses a serious security risk to all residents. Residents who do so must accept the responsibility and consequences of such actions.
- . The Licensee must ensure that the main door, balcony door and all windows of his/her House or part thereof are locked when not occupied. It is the responsibility of each and every resident to ensure that all external doors are kept closed. The security of each House is the responsibility of the residents. House and bedroom doors **MUST** be closed at all times. Windows **MUST** be locked when vacating a room. Please contact CLS immediately if you have concerns over your House's security.
- . The Licensee shall not, under any circumstances, part with possession of any keys to the Premises for the purpose of gaining access to the Premises or the House and shall report any loss thereof immediately to CLS or outside office hours contact the on call emergency number posted on the Village Reception door. The Licensee shall be liable to CLS for the cost of the replacement of any key (€20 for a fob and physical key, €10 for a key card) so lost or destroyed. If the key is lost more than once, the Licensee may be charged for the cost of a new replacement lock for security reasons. If all keys are not returned on vacation of the House the occupants of the room must incur the cost of replacing the lock in the House / house.
- . Should the Licensee require access to the Unit or House out of office hours a charge of €10 will apply. It is not the responsibility of security to act as night porters in the event of a lockout. The Licensee is expected to treat keys as he/she would a credit/debit card.
- . Any Licensee, who contracts a notifiable communicable disease that could be spread by airborne means to other residents sharing accommodation, is required to notify the Village Reception at the earliest opportunity. In this event CLS may take advice

from the University Health Service and Public Health authorities. The Licensee shall comply with the terms of that advice.

- . Licensees who may because of a medical condition, self-administer medical treatments while in residence, must take proper steps to dispose of any material which may constitute a hazard. Material such as needles or other sharps, medical tubing or other waste, must be disposed of accordingly.
- . The Licensee shall not undertake any cooking or otherwise prepare any food in the Premises, the House or within the Village except in the kitchen of the House and dispose of any materials in any sink or lavatory or otherwise so as to block any drains, pipes or sewers serving the Village.
- . The Licensee shall not cover wall vents/fans in toilets and kitchens, as these are required for ventilation under the Building Regulations. Ventilation is also very important to avoid build-up of moisture and mould growth, particularly in kitchen and bathroom areas.
- . Flushing sanitary items down the toilet are not permitted. Sanitary items including wipes, alcohol cloths and cotton wool must be disposed of in the bins provided.
- . The Licensee shall not throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse in the House or on the Premises or any part of the Village. He/she shall remove all waste from the Premises and House on a regular basis and to make use of a common rubbish bin at all times in respect of such items. He/she shall not allow any internal rubbish bins to overfill or spill onto walls or floors of the House. CLS reserves the right to charge the Licensee failing to adhere to these requirements and, at CLS's discretion, to recover the amount so charged by deduction from the Licensee's deposit. The Licensee is required to use the recycling facilities available in the Village. Each Village provides the facility to recycle glass bottles, jars, drink cans, cardboard, newspapers and plastics. Each Licensee is required to use his/her plastic recycling bin for this purpose.
- . In the interest of maintaining accommodation in a clean and hygienic condition the Licensee is required to clean and wash cooking utensils and crockery immediately after use and periodically clean cookers and defrost fridges.
- . The Licensee shall not use balconies between 22h00 and 08h00.
- . The Licensee shall not keep a dog or any other animal, reptile, insect or pet in or on the Premises, the House or in the Village.
- . The Licensee shall not expose any bottles, containers or other articles in the area of the windows of the Premises or the House. CLS reserves the right to remove and dispose of such items without notice.
- . The Licensee shall not play ball games in any paved/green areas so close to the windows as to risk damage to the windows.
- . The Licensee shall not hang or permit to be hung, or expose any clothes or other articles or exhibit any sign board, poster or advertisement matter or placard, flag or banner outside, in or on the Premises or outside, in or on the House or Village and in particular affix any such or other signs or placard to the inside walls of the unit or the structure, plasterwork or woodwork therein. Any cost of rectifying non-compliance with this clause will be deducted from the damage deposit or made at extra charge to the Licensee.

- The Licensee shall not place or cause any obstruction in or on the House or on any hall, stairs or landings, or in or on any part of the Village and in particular place any vehicles, motorcycles or bicycles therein or thereon save in such locations as may be designated for the parking or storage of same. Non-compliance will be grounds for termination of this Licence Agreement.**
- Bicycles may not be stored inside the Houses and common areas. Licensees should park them inside the designated bicycle sheds in the Village. Security cards for lockable bicycle sheds are available from the Village Reception. A fine of €100 will be levied on owners whose bicycles are found inside Houses / Apartments. CLS is not responsible for bicycles left out of doors in the villages.
- The Licensee shall not expose any washing or wearing apparel or any linen on any part of the Premises, the House or the Village and not carry out or permit to be carried out any laundering or other similar activity in the baths, washbasins, sinks or cisterns in the House. The Licensee shall keep clean the mattress and duvet supplied by CLS and to this end keep same covered at all times with bed linen and to hand up same upon the termination of this Licence Agreement in good and proper repair and condition.
- The Licensee shall not store or hang any items on the balconies. Licensees who wish to keep garden furniture on their balconies must have prior approval from CLS.
- The use of third party internet router devices or wireless devices used to obtain internet access other than supplied in your accommodation is not permitted. The use of third party equipment will deteriorate the quality of network service provided to others.
- No satellite dishes are permitted anywhere on the Premises.
- The Licensee shall not store or keep or permit to be kept in or on the Premises, the House or in or on any part of the Village any dangerous, combustible or unlawful substances or materials whatsoever and shall report immediately the presence of such substances or materials to CLS.
- The Licensee shall report immediately to CLS any emergency or situation requiring urgent attention or upon the occurrence thereof or the becoming aware of any damage to the Premises or the House or any part thereof. For urgent operational matters outside normal hours Licensees should contact the emergency on call number shown on the Village Reception door or contact a member of Campus Security.
- The Licensee must complete an incident or accident form for all incidents and accidents in which he/she is involved in the Village and return it promptly to the Village Manager.
- Bullying or harassment, sexually, racially or otherwise of any person in the village communities constitutes gross misconduct and the relevant disciplinary procedures will apply. This includes instances of intimidation and harassment on social media sites or through other technology.
- If any Licensee shall in any way interfere with, molest, make unwanted or uninvited advances (whether sexual or otherwise) to any other Licensee or student, if any Licensee shall interfere with the rights and property of others or if any Licensee engages in any behaviour which could, in the opinion of CLS, constitute a nuisance or annoyance towards other persons in the Village or endanger the safety or security

of others on campus, then CLS shall be entitled to terminate this Licence and repossess the Premises from the Licensee.

- . Licensees may not issue any false or malicious statement or otherwise incite discriminatory action against any resident or other person associated with the campus.
- . The Code of Conduct for students in residence is outlined in the Campus Accommodation Student Handbook. Any breach of this Licence and/or the code of conduct will result in a referral to the Village Disciplinary Committee. The Village Disciplinary Committee evaluates all cases and can impose penalties such as eviction from residence. The Licensee should note that all incidents are referred to the University Advocate. The role of the University Advocate is to investigate and prosecute complaints about alleged violations of the Code of Conduct of the University.
- . Licensees may not enter or gain access to roofs, attic spaces, or any other areas that are designated as out of bounds.
- . Anti-social behaviour will not be tolerated and any Licensee acting in this manner will be fined and may face eviction.
- . It should be noted that being a registered student of the University or resident in a Village on campus offers no special protection against the law of the land. CLS has been, and is, prepared to use the normal procedures of the law in the event of offences such as theft or drug abuse. Licensees found to be using, in possession of or allowing their room to be used for the consumption of any illegal substance in any Village will be required to leave the accommodation with 24 hours notice.
- . Alcohol is not permitted on the grounds or in the corridors. A resident wishing to consume alcohol should do so in the confines of their House and is expected to do so in a responsible manner. Being under the influence of alcohol will not be accepted as an excuse to either explain or justify irresponsible behaviour. If the general permission to consume alcohol is abused it may be limited or withdrawn.

#### **DATA PROTECTION**

The information held on the online and manual application form is stored as part of your student record on a database. Manual application forms are held as a manual record. Your data will be shared with University Staff with a relevant need to see it. The information will be shared if required with the Village Management Team, Accommodation Office, Campus Life Services administration staff and welfare officers at University of Limerick (Students Union Welfare Officer, Counselling Services, the Office of Student Affairs, International Education Division, Buildings and Estates). Limited information will be shared with Campus Security for verification purposes.

#### **COMMUNICATION**

Communications with residents will be by letter, email, published booklets, website postings and by SMS text message to the mobile phone which you provided on your application form. You will receive communication from us regarding pastoral care, organised events relevant to Villages, maintenance notifications, housekeeping notifications, discipline, health and safety and financial matters such as outstanding debts.

**CONTACT BY EMAIL AND SMS TEXT MESSAGE:** If you are not interested in receiving text alerts from us, you can opt out of this service by advising the relevant Village Manager by email or in person at the Village Reception. We will remove your

mobile phone number from our database and discontinue any further SMS text messages to you. You will alternatively receive communication from us by email and/or letter. Regardless of the foregoing, Campus Life Services will send you an SMS text message in the event of an emergency, where possible.

#### **PRIVACY**

Residents are entitled to privacy within their own accommodation except as provided for in the lease/licence agreement. Residents may expect (except in emergencies) to receive advance notice of a requirement to enter accommodation subject to the exceptions below.

In the case of the operation and management of the residences where there is valid reason to enter accommodation, advance notice may not be given by the following:

- a. The Village Manager and Resident Assistant
- b. Management and operations staff of Campus Life Services including Village Security.

Licensees are expected to report defects as soon as practicable so that remedial action may be taken. In the event maintenance requests are received late in the working day they may not be reported to maintenance staff until the next working day.

Maintenance staffs are available on-call to attend to urgent problems requiring immediate attention after normal hours. Reports of problems should in the first instance be reported to the Village Reception or after hours, to the on call staff or campus security.

The Licensee shall not impede or interfere in any respect whatsoever with CLS in the exercise of its right to possession of the Premises, which is subject only to the rights of the Licensee hereunder. All occupiers must provide identification when requested to by security personnel or a CLS representative and are required to comply with any reasonable directions given by such staff.

If CLS requires the Licensee to vacate the Premises during the term of this Licence by virtue of necessary alteration, repairs or decoration having to be carried out to the Premises, the House or the Village or by virtue of such other circumstances as CLS may reasonably consider requires vacation of the Premises, the Licensee shall vacate the Premises within such period as CLS may stipulate PROVIDED THAT alternative accommodation is made available to the Licensee by CLS for the period of which CLS requires vacation of the Premises or the House by the Licensee. CLS shall not be liable for any loss, costs or expenses suffered by the Licensee by reason of vacation of the Premises or the House in accordance with this clause.

Construction work and work related to the delivery of utilities may from time to time, take place in the vicinity of residences. While CLS will attempt to minimise disturbance and inconvenience caused by such work, CLS will not be responsible for such disturbance or for the interruption of services that may result. CLS will not entertain claims for loss of amenity.

No decoration, defacement, maintenance or alteration to the apartment/house may be carried out by the Licencee.

The Licensee shall leave the Premises in a clean and orderly condition and remove all personal effects and belongings therefrom and not later than the agreed time on the day of departure. Any such personal effects or belongings so left in or on the Premises or the House or in or on the Village after that time shall be disposed of by CLS at its discretion without incurring any liability to the Licensee.



- . Subject to compliance with the Terms and Conditions herein, the deposit will be refunded to the Licensee upon termination of this Licence and after the Premises have been vacated provided that the Terms and Conditions have been complied with in full, and upon receipt by CLS of all keys and security cards issued to the Licensee.
- . Any outstanding fines, damages, community levy, cleaning costs and outstanding administration charges will be deducted from the deposit at the end of the Licence Period.
- . Residents who have been evicted from their room will not be entitled to a refund of their deposit.
- . **CLS SHALL NOT BE LIABLE FOR AND IS EXONERATED FROM ALL LIABILITY FROM ANY LOSS OF VALUABLES OR PERSONAL BELONGINGS KEPT IN OR ON THE PREMISES, THE HOUSE OR THE COMPLEX 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. CLS STRONGLY RECOMMENDS THAT ALL OCCUPANTS SHOULD INSURE ALL PERSONAL EFFECTS AND BELONGINGS INCLUDING BICYCLES AND LAPTOPS. PLEASE CONTACT CLS FOR INFORMATION ON LOCAL INSURANCE AGENTS WHO CAN PROVIDE SUCH COVER.**
- . In the event of the breach of any of the Terms and Conditions herein contained CLS may at its sole discretion revoke forthwith this Licence and the Licensee shall vacate the Premises on being given 24 hours prior notice in writing, without prejudice to any other rights of CLS arising out of the breach of the Terms and Conditions of the Licence or otherwise.
- . A student shall not normally be allocated a room in campus accommodation for any future years of study at the University where there have been significant or repeated breaches of the disciplinary regulations. (Code of Conduct)
- . The Village Manager being the duly authorised representative of CLS is charged with the orderly and harmonious running of the Village. From time to time additional or alternative rules and regulations may be considered necessary by the Village Manager, which shall be deemed to be a firm part of within Licence. All and any such additional rules and regulations shall be notified to residents by emailing or posting a typed copy of same on a notice board at the Village Reception or common areas within the Village and such posting or affixing shall be deemed to constitute due and proper notice of same.
- . **The Use of CCTV**  
The Village Residences are monitored by CCTV and images produced are controlled by UL Campus Security. Campus Life Services have considered the use of CCTV and have decided it is required for the prevention and detection of crime, protecting the safety of residents and prevention and detection of damage to our property. CCTV images will not be used for any other purpose.  
  
Campus Life Services do not have user access to provide residents with image copies or to review footage. However, should a resident require a copy of same, a request can be submitted to UL Campus Security.
- . **Lone Worker Device**  
Campus Life Services staff and UL Campus Security officers who are on duty out of office hours may have on their person a Lone Worker Device. The device is used to alert emergency services and request additional security back up if the staff member

considers it necessary. The device can also record audio when activated. Campus Life Services consider the use of this device necessary to protect staff on duty after hours. The device will be visible on the staff members clothing. The device is activated only in the event of an emergency or in the event of a high risk incident/situation. Recordings are reviewed only by relevant authorities (Campus Life Services staff, UL Security and the Gardai) and are unavailable for review by others.

- **Pest Control Management**

In order to ensure our residential facilities remain pest free, Campus Life Services employ the services of a professional Pest Control Management Company. The service provides an effective preventative maintenance plan to ensure the residences are free of unwanted vermin, insects or wildlife in the Villages.

- **Smoking**

All Villages are non smoking and this includes electronic cigarettes.

- CLS operate a fire drill each semester. All residents are required to take part in this extremely important health and safety process. Immediate evacuation of the accommodation is essential during a fire drill.

- CLS has no responsibility for and is exonerated from any and all liability for any loss of person belongings. Any belongings left behind after departure which appears to be of value will be retained for three months and thereafter will be deemed to have been abandoned and will be disposed of by CLS. This includes any bicycles left behind in our bicycle storage areas.

- The University of Limerick now operates a Smoke Free Campus where there are currently limited designated smoking areas on the campus.

- **Cleaning**

- On departure, the Village Management Team assess the apartment and will allocate an additional cleaning charge ranging from €50.00 to €100.00 depending on the condition of the room and common areas.

- **Resident Welfare**

If a resident is over the age of 18 and village management are concerned about their welfare, it will be the General Manager's decision as to whether to contact the parent or guardian in such circumstances. This decision will be made in the best interest of the resident.

**I have read the above Schedules 1 and 2 and understand they constitute part of the Licence Agreement.**

## **SCHEDULE 3**

STUDENTS PLEASE NOTE THAT THE THIRD SCHEDULE (INVENTORY OF CONTENTS) OF THE LICENCE AGREEMENT WILL BE FURNISHED TO YOU UPON ARRIVAL TO THE RESIDENCE. AFTER YOUR INSPECTION OF THE PREMISES AND CONTENTS YOU WILL BE REQUIRED TO APPROVE IT AND RETURN IT TO THE LICENSOR, WITHIN 3 DAYS OF YOUR ARRIVAL/RECEIPT OF KEY. FAILURE TO RETURN THE PAPERWORK IN THE ALLOTTED TIME, WILL SIGNIFY YOU ARE IN COMPLIANCE WITH SAID INVENTORY.

<b>SCHEDULE OF CHARGES FOR ADDITIONAL CLEANING , INVENTORY REPLACEMENT &amp; FINES</b>	<b>AMOUNT IN EURO</b>
<b>General:</b>	
Carpet stains or burns (damage or replacement)	Repair / Replacement Cost
Light shades	Replacement Cost
Paint work / Damage per area/wall	Repair Cost
Removal of rubbish per bag	€15.00
Damage to blinds / curtains including staining	Repair / Laundry/ Replacement cost
Damage to furniture / upholstery	Repair/ Replacement cost
Missing / Discharged Fire extinguisher	€250.00
Missing Fire blanket	€200.00
Missing/ Broken Telephone	€100.00
Burn mark on furniture per burn	Repair Cost
Kitchen cleaning	€150.00 minimum cost
Bedroom cleaning	€40.00
Bathroom cleaning	€40.00
Balcony cleaning	€50.00
Kitchen / Living room floor polish	€80.00
Cooker cleaning	€50.00
Fridge cleaning (including defrosting)	€50.00
Glasses returned to campus bar	€20.00
Damage to Kitchen Chairs	Repair/ Replacement Cost
Damage to Kitchen Units	Repair/ Replacement Cost
Damage to Splash back tiles	Repair/ Replacement Cost
Missing/ Broken doorbell	Repair/ Replacement Cost
Carpentry Repairs	Repair/ Replacement Cost
Damage to / Replacement of Window Restrictor(s)	€50.00
<b>Replacement Access Keys/Cards/Fobs</b>	
Key Card (Cappavilla, Thomond & Dromroe)	€10
Fob Replacement (Plassey & Quigley)	€20
Physical Key (Troy and Kilmurry)	€20
<b>Bedrooms:</b>	
Replacement of desk light	€40.00
Replacement single mattress	€100.00
Replacement double mattress	€150.00

Broken Mirror	Repair/ Replacement Cost
Damage to Bedroom Blinds	Repair/ Replacement Cost
Damage to Doors/ Door handles	Repair/ Replacement Cost
Missing door numbers	Repair/ Replacement Cost
<b>Bathrooms (shared and ensuite)</b>	
Toilet brush / holder	€8.00
Shower curtain	€26.00
Broken toilet seat	€25.00
Bathroom bin	€10.00
Broken Mirror	Repair/ Replacement Cost
Damage to sink/ shower units	Repair/ Replacement Cost
<b>Kitchen / Living Area:</b>	
Inventory items (Cutlery, crockery, equipment)	Replacement cost
Disposal of privately owned fridge	€100.00
Damage to fridge	Replacement cost
Removal of bottles / cans between (15-20)	€15.00
Sweeping brush	€10.00
Mop	€10.00
Sink tidy	€8.00
Dustpan / Brush	€10.00
Plastic Basin	€7.50
Kitchen Bin	€20.00
Recycling Bin	€20.00
Broken shelf in fridge / freezer	€40.00
Broken vacuum Cleaner	€270.00
Broken head on vacuum	€15.00
Broken hose on vacuum	€13.00
Replacement kettle	€50.00
Replacement toaster	€50.00
<b>Fines</b>	
Anti Social Behaviour Fine	€100
Tampering with Fire Equipment	€250
Bicycles stored inside	€100