



Please Read

Dear Student,

Thank you for your interest in Yeats Village Student Accommodation Complex for the Academic Year 2018-19.

You have booked as for the Full Duration of the Academic Year and consequently your license will run to the end of May 2019.

Please see attached License which you will need to sign (on the last page). Your Parent Guardian will also need to sign the guarantee section (also on last page).

This License must be returned to the Office no later than 5 days after you receive your key, failure to do so may result in the termination of any contract.

The License you have signed is for a Fixed Period and should you wish to depart earlier you will remain liable for all rents due. As per the Cancellation Policy included in this document no refunds can be made if you depart early.

Thanks for Choosing Yeats Village for your Accommodation Requirements for this year.

Cancellation Policy

- If the **Applicant** is not successful in the 1st round CAO offers, the **Applicant** must cancel **IN WRITING** not later than 5pm on **24th August 2018**
- Cancellation by telephone will NOT be accepted.
- Cancellations can be made by e-mail – info@yeatsvillage.net the event of following the above cancellation procedure, €100 administration fee will be deducted from the Booking Deposit and the remainder refunded.
- **If the Applicant cancels after the cut off point outlined above, NO refund will be issued.**
- **If the Applicant cancels after having paid the first Rental payment, the onus will be on the Applicant to find a replacement Applicant.** Yeats Village Student Complex has no obligation to find an alternative Applicant. Failure to do so will result in the applicant losing all monies paid.
- **Refund take a minimum of 20 working days**

Please ensure that you read the Licence Agreement carefully and understand the terms and conditions.

Yeats Village Pricing:

(€300) Deposit

With your Application you need to Pay €300, this acts as a Booking Deposit and is retained as a Damage Deposit once you move in. Booking/ Damage Deposit is retained for the duration of your stay.

(€780) Utility Charges

This Charge is to cover all Charges associated with the Apartment, Cable TV, TV License, Water, Electricity Usage, Refuse, Recycling, Etc. The Costs are as follows: €480 Service and €320 Electricity allowance. The Electricity Allowance is based on a-per person charge and an allowance towards Common Area Electricity has been included. There are no other charges unless there is an over run on the Electricity or breakages/damage during your stay.

PAYMENTS

please note payment dates

Room Type	<u>TOTAL DUE</u>	Payment 1 24/08/2018	Payment 2 16/11/2018	Payment 3 01/02/2019
Single En Suite	€4,100.00	€1,950	€1,250	€900.00
Single Standard	€3,920.00	€1,950	€1,200	€770.00
Twin Sharing (per person sharing)	€3000.00	€1,700	€1,000	€300.00

Residency period of letting 03 September 2018 – 31 May 2019.**DEFINITIONS**

“The Premises” or “The Building” or “Apartment ” means

OFFICE USE ONLY

No. _____ Room _____ Yeats Village.

“Common Parts” means the entrance hall, stairs, corridors, and all other common areas within the Complex provided for the benefit of all tenants.

“Contents” means the furnishings and effects listed in the inventory.

A Copy of such Inventory is furnished to your apartment upon arrival. You must return a signed copy within 7 days to the office.

“Apartment ” means the Apartment of which the Room forms part and is included in the definition.

“The Room” includes the fixtures and fittings therein, the carpets, doors and internal glass, but excludes Service Media within the Room.

“Service Media” means central heating and hot water systems; electrical services for power and lighting; drainage and water services; and any data or phone/internet services provided.

INTERPRETATION

- The expression “the Landlord” & “The Agent” includes the person who at any particular time has the right to receive rent under this agreement
- Any obligation on the tenant not to do any act or thing and shall include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by any other person
- Any terms defined in the Code of Conduct shall have the same meaning as these Tenancy Conditions.

THE LETTING

The Landlord through its Agent, lets and the Tenant takes the Room for the Tenancy Period

03 September 2018 – 31 May 2019.

The Tenant is granted the following rights for the benefit of the Room in common with the Landlord/Agent and all others similarly entitled: -

- The right to come and go to and from the Room over the Common Parts of the Building designed or designated to afford access;
- The right to use the shared facilities within the Apartment;
- The right to use the Common Parts;

The Landlord/Agent reserves the following rights over the room: -

- The right of access to enter the Room on reasonable notice (except in case of emergency) for any purpose mentioned in these Tenancy Conditions and Code of Conduct;
- The right to the free passage and running of water soil gas and electricity through any pipes cables wires drains or sewers passing in or through the Room.

THE TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord as follows: -

- To pay the Rent in accordance with the Rent Payment Schedule as set out hereunder;

PAYMENTS**please note payment dates**

Room Type	TOTAL DUE	Payment 1 24/08/2018	Payment 2 16/11/2018	Payment 3 01/02/2019
Single En Suite	€4,100.00	€1,950	€1,250	€900.00
Single Standard	€3,920.00	€1,950	€1,200	€770.00
Twin Sharing (per person sharing)	€3000.00	€1,700	€1,000	€300.00

- **If Rental Payments are late, there will be a late payment charge of €50.00 applied, management will be under No Obligation to reactivate keys, your name will be removed from our Resident Listing and you may not be granted access to the complex/apartment.**
- If monies have not been received by The Landlords Agent on time, the Landlord/Agent reserves the right to invalidate the application;
- Promptly to notify the Landlord/Agent of any damage or defect in the Room and/or the Contents and/or the Apartment and/or the Building;
- To operate in accordance with the manufacturer's instructions and not to change damage alter or interfere in any way with the Service Media and electrical appliances within the Apartment;
- To pay a fair and reasonable proportion determined by the Landlord of costs incurred by the Landlord in making good damage to the Apartment or Room and/or in replacing any fixtures or fittings damaged therein.

For the purpose of this clause

Damage to a room shall be deemed to have been caused by the Tenant of that Room;
Damage to the shared facilities in any Apartment shall be deemed to have been caused by all the tenants of that Apartment;
Damage to any Common Parts shall be deemed to have been caused by all those tenants who generally use the Common Parts in question;
In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned accordingly;

- To pay the Landlords Agent the sum of **€320.00** as an allowance to be used to pay for the cost of electricity for the student for the academic year. Any overrun on Electricity usage will be deducted from the Deposit at an apportioned rate to all occupants of the properties.
- To pay the Landlord the sum of **€480.00** before occupying the Apartment to cover costs including but not limited to water charges, refuse, television license, cable television and other miscellaneous costs associated with the Tenancy of the Room, Apartment and to pay rental or other recurring charges during the Tenancy Period.
- To maintain the Room in good and tenable repair and decorative order and in a clean condition (damage by accidental fire and water damage from domestic services infrastructure excepted)
- To maintain the Contents in at least as good repair and condition as they are in at the start of the Tenancy Period (and the inventory provided shall be evidence of such existing condition which shall be deemed to be good unless a defect is noted in the inventory) fair wear and tear excepted and not to remove any of the Contents from the Room or Apartment.
- To occupy the Room, Apartment personally for residential purposes only and not to assign charge underlet or part with possession or share occupation or the Room, Apartment or any part of it
- To ensure that his/her personal possessions are insured to cover against accidental damage/loss/theft
- Not to carry on any profession trade or business whatsoever in the Apartment
- Not to use the Apartment for any improper immoral or illegal purpose nor in any way which may in the opinion of the Landlord be a nuisance or annoyance to the Landlord or to the tenants of the rest of the Building or any adjoining premises including (but not limited to) the following obligations;
 - Not to cause any noise which is audible outside the Room/Apartment in which it is made, especially during the hours of 10pm through to 8am;
 - Not to keep or use drugs the possession or use of which is prohibited by law;
 - Not to harass, threaten or assault any, tenants, guests, Management Agent personnel or any other person;
 - Not to keep store or use in the building any gas, oil, or other fuel burning appliance including candles;
 - In the case of students breaking the above noise regulation there will be one verbal warning followed by two written warnings, after which if the noise persists the student/students responsible will be asked to leave the accommodation.
- In the case of students holding parties or functions there will be one verbal warning followed by one written warning, after which if the problem persists the student/students responsible will be asked to leave the accommodation.
- Not to damage or leave in a dirty or untidy state any parts of the Building in respect of which rights are granted in previous clause
- Not to alter modify, decorate, add to or in any way interfere with the construction or arrangement of the Room the Apartment or the Contents or the Building

- Not to glue, stick, nail, screw or otherwise fix anything whatsoever to the interior of the Room, Apartment or to place anything outside the window of the Room, Apartment, Special notice is drawn to the use of Blu Tack which is prohibited.
- At the end of the Tenancy Period to deliver to the Landlord/Agent the Room and Apartment and the Contents in accordance with the Tenant's obligations in this clause and to clear the Tenant's own effects and to deliver the key to the Landlord/Agent.
- To ensure that any refuse is deposited in the receptacles provided for the purpose in the complex
- Not to erect any external wireless or television aerial or satellite dish
- Not to keep any animal, bird, insect or reptile in the Apartment
- Not to do anything in the Room this would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force
- Not to obstruct any means of access in the Building, and also not to place any obstruction, bicycle, dustbin or perambulator in or upon the hall or stairways leading to the premises
- Not to use the Apartment for parties or functions, including but not limited to gatherings of people for the purposes of consuming alcohol.
- Not to bring into the Apartment or Complex any item which may cause damage to the properties to include but not exclusive to Dart boards, Pool Tables, Bean Bags etc. Any such items deemed by the Landlord/Agent to be a breach of the Agreement will be removed and returned at the end of the tenancy.
- To pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable contemplation of the proceedings in connection with recovery of arrears of rent or arising from any breach of the Tenant's obligations under this Agreement
- The Tenant accepts responsibility for loss/damage/breakages/theft of any and all Landlords possessions during the term of the Tenancy Period including but not limited to items situated in the Tenants Room due to lack of attention to security of doors and windows at all times
- If any Tenant shall in any way interfere, molest, make unwanted or uninvited advances (whether sexual or otherwise) to any other Tenant or student or if any Tenant who shall (in the opinion of the Landlord/Agent) constitute a nuisance or annoyance towards other persons in the estate/complex then the Landlord shall be entitled to terminate and forfeit the said Agreement.
- To allow the Landlord/Agent every week (except in case of emergency) to enter the Apartment to: -
- inspect its condition and carry out any necessary repairs or alterations to the Room and/or Apartment and/or Building; maintain repair and if necessary replace the Service Media and any pipes cables wires drains and sewers within the Room, Apartment to; carry out viewings of prospective tenants;
- Provided that in doing so the Landlord/Agent will cause minimum possible inconvenience to the Tenant and will wherever possible carry out the works described in previous sub-clauses after the end of the Tenancy Period
- If a problem in any area of an Apartment, including a bedroom, is reported to the Agent then the Landlord, or any person acting on behalf of the Landlord or Agent, shall be allowed to enter that room at their leisure for the purposes of fixing or evaluating the problem
- The Tenant shall strictly observe and comply with the regulations and notices issued from time to time by the Management Agent in charge of the Premises and Room

DEPOSIT

The deposit is payable to the Landlord as security for the performance of the Tenant's obligations. The Landlord shall be entitled to draw on the Deposit at any time in payment of any sums due from / or expended or expendable on behalf of the Tenant in accordance with the terms of this Agreement, and shall return the balance of the Deposit to the Tenant within fifty six days (8 weeks) of the termination of the Tenancy and vacation of the Room by the Tenant

THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:-

- That the Tenant paying the rent and performing all the obligations on the Tenant's part herein contained may quietly possess and enjoy the Room during the Tenancy without any interruption from the Landlord or any person on the Landlord's behalf;
- To maintain and repair the structure of the Building including the window frames and window glass;
- To maintain repair clean decorate and provide adequate heating and lighting to the Common Parts;
- To maintain all Service Media serving the Apartment and or the Common Parts;
- To provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;
- To provide security facilities for the Building;
- To provide and maintain equipment in the Common Parts;
- The Landlord accepts no responsibility whatsoever for the loss/damage/breakage/theft of any and all of the Tenants personal possessions during the full term of the Tenancy Period, including but not limited to items situated in the Tenants room.

TWIN ROOM ACCOMMODATION BOOKINGS

Due to the nature of this room, if one resident departs during the course of the license, the rent level for the remaining resident will revert to that of a Single Ensuite for the remainder of the license less Services paid. There are no Exceptions to this clause.

ALTERNATIVE ACCOMMODATION

- The Landlord reserves the right during the Tenancy Period to move the tenant to alternative accommodation only for the purpose of carrying emergency repairs;
- The Landlord reserves the right during the Tenancy Period to move the tenant to alternative accommodation should other tenants vacate the property and other rooms are available in similar accommodation;
- The Landlord reserves the right during the Tenancy Period to move the tenant of a twin room should the tenant sharing vacate same;

PROVIDED THAT ;

- The Tenant is given reasonable notice;
- The Tenant will occupy the alternative accommodation on the terms of this Agreement.

AGREEMENTS AND DECLARATIONS

It is agreed between the parties that if at any time:-

- The whole or any part of the Rent shall be unpaid for 7 days after it becomes due (whether legally demanded or not); or
- Any obligation of the Tenant has been broken or not performed;

The Landlord shall be entitled to repossess the Room and the Tenancy shall immediately then terminate but without affecting the Landlord's right to sue the Tenant for any breach of obligations

Any person who is not the Tenant and who makes payments due from the Tenant under the Tenancy Conditions does so as Agent for the Tenant

The Tenant hereby acknowledges receipt and having read the student code of conduct produced by the Landlord in relation to the management and regulation of the student Complex (as therein defined). The Tenant hereby agrees to fully abide by the terms and conditions of the said student code of conduct as if the entire code of conduct was set out in this Agreement and any breach of any provision of the code of conduct set out therein shall constitute a breach of this Agreement in respect of which the Landlord shall be entitled to terminate and forfeit this Agreement

GUARANTEE

The Guarantor guarantees to the Landlord that the Tenant will pay the rents reserved by and comply with the obligation on the Tenant's part contained in the Tenancy Agreement for so long as the Tenant remains bound by such obligations and the Guarantor will indemnify the Landlord against all losses damages costs and expenses suffered or incurred by the Landlord through non-compliance by the Tenant with its obligations in the Tenancy Agreement. The Guarantor further guarantees to pay all sums due for damaged caused over and above the deposit.

SEVERABILITY

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent, such term condition or provision shall not affect the validity legality or enforceability of the remaining parts of this Agreement

NOTICE

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

The Yeats Village Office, Yeats Village, Ballinode, Sligo.

