

**MARTHA DEVELOPMENTS LIMITED  
STUDENT ACCOMMODATION  
DUBLIN ROAD  
DUNDALK  
TEL. 042 – 9386466 Mob: 086 3135058  
PLEASE READ CAREFULLY**

**BETWEEN**

MARTHA DEVELOPMENTS LIMITED  
12 Crowe Street, Dundalk, Co. Louth (M.D.L.)

**FIRST PART**

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\_\_\_\_\_ (“The Occupier”)

**SECOND PART**

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\_\_\_\_\_ (“The Guarantor”)

**THIRD PART**

**Licence to Reside**

In consideration of the Occupancy Fee and Fine/Damage Deposit as specified in the First Schedule hereto to be paid by or on behalf of the Occupier to M.D.L., M.D.L. at the request of the Guarantor hereby agrees to licence and permit the Occupier to reside in the premises specified in the First Schedule hereto (“the Premises”) for the period specified in the said First Schedule (“the Occupancy Period”) subject to the covenants and conditions to be performed and observed by the Occupier during the Occupancy Period as specified in the Second Schedule hereto to the intent that this agreement shall constitute a mere licence only revocable at the will of M.D.L. and at its sole discretion.

**Revocation**

M.D.L. 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 student of D.K.I.T
- iii) For such other reasons as M.D.L. may consider necessary for the good and proper management of the Complex.

## **Alternative Premises**

As circumstances require, M.D.L. shall during the currency of this licence be entitled at its sole discretion to relocate the Occupier and substitute alternative premises within the complex in lieu of the Premises and the Occupier shall co-operate promptly with M.D.L.'s requirements in this regard. M.D.L. shall, as soon as it is possible, issue the Occupier with a written explanation of its reasons for relocating the Occupier.

## **Guarantee**

The Guarantor in consideration of the within licence having been made in favour of the Occupier at the Guarantor's request HEREBY COVENANTS with M.D.L. that the Occupier will pay the Occupancy Fee, Electricity Supply charges and any other outgoings or charges (including fines) payable hereunder on the dates and in the manner herein specified and will perform and observe all the Occupier's covenants and conditions herein contained and that in case of any default by the Occupier in respect of such payments or in the observance of performance of such covenants and conditions as aforesaid the Guarantor will pay and make good to M.D.L. on demand all and any losses, damages, costs, charges, expenses and/or fines thereby arising or incurred by or levied on the Occupier PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or forbearance of M.D.L. in endeavouring to obtain payment of the said payments hereby reserved when the same become payable or to enforce the performance of the covenants and conditions herein on the Occupier's part contained to be observed and performed and any time which may be given to the Occupier by M.D.L. shall not release or exonerate or in any way affect the liability of the Guarantor hereunder and FURTHER PROVIDED ALWAYS THAT M.D.L. may at its absolute discretion apply the Balance (as hereinafter defined) in partial or full satisfaction of any claims against the Occupier of the Guarantor hereunder.

## **FIRST SCHEDULE**

### **Premises:**

House: \_\_\_\_\_ Apartment No.: \_\_\_\_\_ Bedroom No.: \_\_\_\_\_

("The Apartment"), together with the use in common with other occupiers thereof of the living accommodation, kitchen facilities, toilet facilities and use of all common areas appurtenant thereto in the student residential complex at Dublin Road, Dundalk ("The Complex"). The expression "Complex" shall for the purpose of this licence include where appropriate (but not by way of exception) the Apartment, the Premises and those portions of the Complex not hereby licensed together with the appurtenances thereto.

**Occupancy Period:** The accommodation period commencing on the 1<sup>st</sup> day of September 2008 and terminates on the 31<sup>st</sup> day of May 2009. (39 weeks)

**Room Deposit:** Every student granted rooms for normal tenure must pay a deposit of €250 (payment to include room deposit) within a fortnight of the room being granted, otherwise his/her right to the room lapses. The deposit is returned when he/she vacates and has paid all outstanding charges and surrendered all keys.

**Occupancy Fee:** €2,220.00 payable in advance by installments of €1,620.00 by RESIDENTIAL FEE PAYMENT FORM on the first day of September, 2007 and €600.00 on the first day of February 2009 to the bank, using the Residential Fee Payment Form provided.

**Single Supplement:** €2,960.00 payable in advance by installments of €2,160 by RESIDENTIAL FEE PAYMENT FORM on the first day of September, 2008 and €800.00 on the first day of February 2009 to the bank, using the Residential Fee Payment Form provided.

**\* Bed linen will be supplied if needed at a charge of €50.00.**

**Electricity Consumption – Ewood:** Electricity consumed is credited to the meters by €5.00 meter cards. These cards may be purchased from the office in the complex.

**Fine/Damage Deposit:** At the end of the occupancy period any sum held by M.D.L. less the sum due in respect of the final account received and/or any other outstanding account, shall be refunded to the Occupier (“the Balance”) subject as hereinbefore appears. A compulsory cleaning fee will be deducted from deposit amounting to a minimum of €50 per occupant of such sum that will be equate to a reasonable amount to bring the apartment to its original state of cleanliness.

**Daily Extensions:** Extensions can be arranged up until the day following your final May examination. The Accommodation Office must be notified of the extension and the appropriate fee paid before 1<sup>st</sup> May. Students may extend based on the rates set out for each day required after 31<sup>st</sup> May. Energy is included in the daily extension charge.

## **SECOND SCHEDULE**

### **COVENANTS AND CONDITIONS BINDING UPON AND ACCEPTED BY THE OCCUPIER AND THE GUARANTOR**

1. To be bound by the Rules and Regulations and in particular all Fire Safety Regulations for the safe and orderly management of the Premises and the Complex as may from time to time be imposed by M.D.L. and to obey all such Rules and Regulations and any Amendments thereto.

The unnecessary interference with fire safety equipment or the discharge of fire extinguishers is considered a serious act of vandalism. There will be a fine of €250 for this offence, levied against the individual responsible, or equally against all occupants of the Apartment if the individual cannot be identified.

2. To pay the Occupancy Fee and the Fine/Damage Deposit and all other monies payable hereunder without deduction whatsoever at the times and manner herein provided.

3. Not to share possession of the Premises or any part thereof with any person other than those holding under a similar licence in respect of the Apartment only, or to permit the Premises hereby licenced to the Occupier to be occupied by any person other than those authorised as aforesaid during the term of this licence and in particular to ensure insofar as it is within the procurement of the Occupier that visitors are not permitted to remain overnight in or on any part of the Premises, or in or on any part of the complex.
4. To keep all furniture, fixtures and fittings in the premises in good and proper repair and to replace such items of the same as may be broken or destroyed during occupancy of this licence beyond normal wear and tear with items of equal value to the satisfaction of M.D.L. and not to remove or permit the same to be removed from the premises or from the Complex.
5. Not to interfere with or overload any electrical apparatus installed in or on the apartment including the Premises and not to install any additional electrical wiring, gas piping or portable gas or paraffin heaters into the premises or the Apartment or any other part of the complex. **Meters will be checked monthly** and compared to actual cards purchased to the Central Control System. Any discrepancies will be brought to the attention of the occupants and if so required an additional fee will be raised for any unrecoverable discrepancy.
6. This License is personal to the Licensee and may not be assigned, sub-licensed or otherwise dealt with, in whole or in part by the Licensee, except by agreement with M.D.L.
7. Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or other refuse on the premises or any part thereof, or in or on any part of the complex and at all times to make use of the common rubbish skips in respect of such items for removal by M.D.L.
8. Not under any circumstances to part with the possession of any keys to the premises provided by M.D.L. or any security card furnished by M.D.L. for the purpose of gaining access to the premises or the complex and to report any loss thereof immediately to M.D.L. and to indemnify M.D.L. in the respect of any replacements. Replacement key cards €5.00
9. To keep the interior of the premises in a clean and hygienic condition, including all fixtures, fittings and appliances and pipes in good and proper condition and not to damage same and to indemnify M.D.L. against all claims arising out of damage thereto. (Apartment, Hygiene and Meter reading inspection will be carried out at least once per month irrespective of whether the apartment is occupied at the time.)
10. Not to keep a dog or any other animal, reptile or insect or other pet on the premises or in or on the complex.

11. Not to hang, or permit to be hung, or expose any clothes or other articles or to exhibit any signboard, poster or advertising matter, or any placard, flag or banner outside, in or on the premises by nails, tacks, screws, drawing-pins or by any other method, or in the windows or on the doors thereof, and in particular not to affix any such or other item to the inside walls of the premises or to the structure, plasterwork or woodwork. Posters (paper) may be affixed to internal walls of the apartment (by agreement) by such means as shall not damage woodwork, paintwork or wall fabric.
12. Not to place or cause any obstruction in or on the premises, or in or on any other part of the complex and in particular not place any vehicles, motor cycles or bicycles therein or thereon save in such locations as may be designated for the parking or storing of same. (Bicycles not permitted inside buildings.)
13. Not to expose any washing or wearing apparel or any linen in or on any part of the premises or the complex.
14. Not to store or keep or permit to be kept in or on the premises or in or on any part of the complex any dangerous, combustible or unlawful substances or materials whatsoever and to report immediately the presence of such substances or materials to M.D.L.
15. On the termination of the occupancy period howsoever determined to leave the premises in a clean and orderly condition and to remove all personal effects and belongings therefrom not later than 12 noon on the day of departure. Any such personal effects or belongings so left in or on the premises or in or on the complex after that time shall be disposed of by M.D.L. at its discretion without incurring any liability to the Occupier.
16. Not to permit the Premises to be used otherwise than for residential and academic purposes and in particular not to be involved in any horse-play, games or diversions, either in or on the premises, or on or in any part of the complex in any manner whatsoever.
17. Not to hold parties in or on the premises or in or on any part of the complex save with the express permission of M.D.L., nor to play musical instruments or radios, televisions or other sound-producing apparatus in such a manner as to cause distraction or nuisance to other occupiers and in particular not between the hours of 11.30 p.m. and 7.30 am.
18. To do all things and take all reasonable steps to ensure that any of the Covenants and Conditions herein or breach of any of the Statutory Rules and Regulation and particularly the Fire Safety and General Safety Regulations by other Occupiers in their premises within the Complex or any part thereof are brought to the immediate attention of M.D.L.
19. As circumstances require M.D.L. shall during the currency of this licence be entitled at its sole discretion to decorate the apartment and the Occupier shall cooperate promptly with M.D.L.'s requirement in this regard.

20. The Administrator being the duly authorised representative of M.D.L. is charged with the orderly and harmonious running of the complex. From time to time additional or alternative rules and regulations may be considered necessary by the Administrator, 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 posting a typed copy of same on notice board at reception office within the Complex and such posting or affixing shall be deemed to constitute due and proper notice of same.
21. **Access to apartments.** Unless required as an emergency access to the apartments is by appointment and agreement between the landlord or his agents and the tenants. Access will be provided by the tenant at reasonable hours provided reasonable notice has been given
22. *M.D.L. IS EXONERATED FROM ALL LIABILITY FROM ANY LOSS OF VALUABLES OR PERSONAL BELONGINGS KEPT IN OR ON THE PREMISES, THE APARTMENT OR THE COMPLEX WHICH SHALL REMAIN AT THE SOLE RISK OF THE LICENSEE.*

Administrator: \_\_\_\_\_

House \_\_\_\_\_ Apartment No.: \_\_\_\_\_ Bedroom No. \_\_\_\_\_

IN WITNESS whereof the party of the first part has caused the within presents to be executed by its duly authorised agent and the parties of the second and third part have set their hands the day and year first herein WRITTEN.

In the presence of: \_\_\_\_\_ **SIGNED** for and on behalf of **M.D.L.**  
 Witness/Official Stamp ..... by its duly authorised representative  
 Address .....  
 ..... **M.D.L.**  
 Occupation ..... **(First Part)**

In the presence of: \_\_\_\_\_ **SIGNED** by the **OCCUPIER**  
 Witness .....  
 Address ..... **OCCUPIER**  
 ..... **(Second Part)**  
 Occupation .....

In the presence of: \_\_\_\_\_ **SIGNED** by the **GUARANTOR**  
 Witness .....  
 Address ..... **GUARANTOR**  
 ..... **(Third Part)**  
 Occupation .....