

**DEANSHALL STUDENT ACCOMMODATION, BISHOPSTOWN, CORK
ACCOMMODATION BOOKING DETAILS [2021 - 2022]**

LICENCE AGREEMENT DATED THE [6th September 2021] TO [3rd June 2022]

BETWEEN DEANSHALL having its principal place of business at Curraheen Rd, Bishopstown, Cork OF THE ONE PART (“the LICENCOR”) AND _____ (“THE LICENCEE”) OF THE OTHER PART

We would like to confirm that accommodation consisting of a **STANDARD ENSUITE BEDROOM** (“the Premises”) has been reserved for you at DeansHall for the Full Academic Year commencing **6th September 2021 to 3rd June 2022** You are entitled to occupy a bedroom which shall be allocated on arrival and have use of the communal areas within the apartment. By signing this agreement you agree to be bound by the terms of this Agreement for the Full Academic Year and covenant to pay the fee set out hereunder for the full academic year. To secure your place, you must exercise one of the following payment options:

- 1.** Pay for the accommodation for a year in advance. The full year licence fee of €5068, €350 Electricity Deposit and €300 Service Charges must be received by the *25th August 2021*.
- 2.** Pay for the accommodation in two instalments. The first payment of €3201, €350 Electricity Deposit and €300 Service Charges must be received by *25th August 2021* and the 2nd payment of €1967 must be received by *10th November 2021*.

Payments can be made by one of the following methods:-

Ireland:

1. Postal Order (payable to DeansHall) **or** Cash (payable at DeansHall reception) **or** Bank Draft (payable to DeansHall)
2. Online – www.deanshall.com through the Student Portal (Please contact reception for further details)
3. Direct Credit Transfer to Allied Irish Bank, 66 South Mall, Cork – **Sort Code: 936383** and **Account No. 03836014** for Irish Licencee's only. Payment must be made in Euro. To facilitate us please write the Licencee's name in the narrative of the credit transfer and please furnish us with a copy of the credit transfer.

International – Payment in Euro Currency, Any Bank Charges will be payable by Licencee's

1. Telex/ Swift Transfer by quoting DeansHall, Curraheen Rd, Bishopstown, Cork, Ireland.

IBAN: IE 47AIBK93638303836014 (BIC: AIBKIE2D)

2. International Bank Draft in Euro. (Payable to DeansHall).
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SECURITY DEPOSIT: The Booking Deposit of €300.00 will be held as a Security Deposit for the duration of the License Agreement. ***Please note: NO SECURITY DEPOSIT REFUND will be made, UNDER ANY CIRCUMSTANCES, if a Licencee leaves or the Licence Agreement is terminated before [3rd June 2022].*** Refunds are subject to the unit (which term when used in this document shall be taken to mean the apartment unit in which the Premises is situate) in which the bedroom is situate and the bedroom itself and the contents of the entire being left in a satisfactory condition. Any damages necessitating expenditure on replacements or repairs will be charged to the Licencees as they occur. Each Licencee will be responsible for any damage to the unit and its contents. Please note that no Security or Electricity Deposit will be refunded until the fob to the Premises have been returned, the Premises and the unit and contents have been inspected and found to be in good order, repair and condition and all electricity used has been paid for in full. In the event the Security Deposit does not cover all items of damage or the condition of the unit or the Premises, any balance to credit of the Electricity Deposit will be used to cover the Licensor's costs and the Licensor also reserves all other rights it has to pursue the Licensee to recover costs incurred by it in replacing damaged items or putting the Premises and/or unit in the condition it was provided to the Licensee.

All end of year refunds will be processed and returned no later than 1st August 2022.

All queries regarding a refund will need to be made in writing to Management by post or by email no later than 12th August 2022. After this date any queries received regarding a refund will not be accepted. Verbal queries will not be allowed, only written queries will be acknowledged.

If a student provides wrong bank details this will result in the process being delayed and the refund returned after 1st August 2022.

ELECTRICITY DEPOSIT: A Deposit of €350 is due with the Accommodation Payment to cover electricity charges for the duration of stay. Any balance of the Electricity Deposit not required in connection with electricity charges will be applied towards any outstanding licence fee due. Keys to accommodation cannot be issued until/unless the electricity supply deposit is paid in full.

Electricity Bills are issued to each apartment every month/two months. Any credit remaining will be refunded with Security Deposit refunds, normally within eight weeks from date of departure. Please note any underpayment will be due at the end of the accommodation license agreement and prior to departure. Any balance due in respect of Electricity on termination of this Agreement shall be deducted from any sum to credit of the Security Deposit.

Any balance of the Electricity Deposit not required in connection with electricity charges will be applied towards any outstanding rent due.

SERVICE CHARGES: A non-refundable payment in respect of service charges in sum of €300.00 must be paid with the first rental payment.

Access Fob to the apartment cannot be issued until/unless the service charges are paid in full.

CANCELLATION POLICY: In the event of cancellation, the following charges apply: -

Non-First Years (2nd, 3rd, 4th years + etc.):

- a) Prior to the [30th July 2021 for Non-First Years] an Administration Charge of €150 is payable.
- b) After the [30th July 2021 for Non-First Years] the Booking Deposit of €300 is not refundable.
- c) Notice of cancellation must be given in writing.

First Years ONLY:

- a) Prior to the [23rd August 2021 for First Years] an Administration Charge of €150 is payable.
- b) After the [23rd August 2021 for First Years] the Booking Deposit of €300 is not refundable.
- c) Notice of cancellation must be given in writing.

Any letters required to be posted to a student or guardian/ guarantor will be charged a €30.00 fee per letter.

LAUNDRY: There is a Licences Self-service Laundry room on site. Tokens for the washing machines and dryers are available for purchase at reception.

INTERNET: Wireless internet connection is available; please contact Reception for details. Use of Modems and Routers is not permitted within the apartment and DeansHall reserves the right to enter the apartment to remove any unauthorized modems or routers.

KEY: Each Licencee will be issued with a Security Key Fob for access to his or her apartment and room.

LINEN: Licencees provide their own bed linen. Quilts/Duvets can also be provided, with a fee of €20 per duvet payable at the end of the academic year to cover the cost of dry-cleaning. There will also be a €10 charge for cleaning each pillow used by a Licencee. If you do not use the duvet (comforter) please do not open the sealed bags they are stored in. Damage to duvets or pillows will have to be paid for by the Licencee and shall be deducted from the Security Deposit.

Mattress protectors are provided on arrival. A charge is deductible from the Security Deposit at the end of the year - €15 for Deluxe Room / €11 for Standard Room. *Please do not bring your own mattress protector as you will be charged regardless. This charge is non-refundable. At the end of the Licence Agreement, being the 3rd June 2022, it is imperative that you remove the mattress protector from the bed on departure and dispose of as you see fit.*

LICENCEE'S CONTENTS: Each Licencee is responsible for his/her own contents. Each Licencee should insure their own contents. The Licencor is not responsible for any damage to the Licencee's contents no matter how the damage occurs. Any contents remaining on the Premises after the academic year has ended, being the 3rd of June 2022 will be disposed of by the Licencor at the cost of the Licencee which costs may be deducted from the Security Deposit.

ROOM MOVE REQUEST: Any Licencee requesting a room change after they have taken up residence on the 6th September 2021 will be charged an admin fee of €50. Management cannot guarantee the provision of a room move request due to availability.

Your booking is for a place at DeansHall Bishopstow and DeansHall gives no guarantee on room type, location within DeansHall, or the profile of fellow guests. DeansHall's decision on room allocation is final.

LATE FEE CHARGE: Please note there will be a late fee charge for any rent payments that are not received on the due dates – no exceptions will be made. The weekly additional fee is €30.00 per week.

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RULES AND REGULATIONS OF OCCUPANCY 2021/22

- Licencees are contracted to stay at DeansHall Self-Catering Accommodation from September 6th, 2021 up to June 3rd, 2022. In the event that you wish to terminate this Agreement earlier than the 3rd of June 2022, you must either pay the entire sum due for the year which is non-refundable or find an alternate student who is acceptable to the Management of DeansHall to replace you in the accommodation. In the event of you locating a replacement, the Management will facilitate a transfer of payments in respect of the accommodation to you by your replacement. Any repayment will be based on a full year's licence fee being paid to DeansHall regardless of time spent occupying the Premises by you. Acceptance of replacement Licencees are strictly at the discretion of the Management. There will be no repayment to you until all sums due under this agreement are provided to DeansHall by your replacement.

SECURITY DEPOSITS ARE NOT REFUNDABLE. This Agreement is personal to you and may not be assigned or sub-licensed except with the prior written consent of DeansHall. **This is the only way for a refund to be processed should you decide to leave your accommodation before the license end date. No exceptions will be made under any circumstances.**

- The Accommodation is restricted to you, the undersigned and others only authorised by DeansHall. Under no circumstances may Licencees part with their Access Fob to other persons for the purpose of gaining access to the Premises or the unit. The Licencee shall immediately report any loss thereof to Reception and hereby indemnify DeansHall in respect of any loss/damage which may be occasioned by reason of such loss. Replacement fobs shall be charged at €20.
- **DeansHall Car Park is strictly PRIVATE.** A limited number of Car Parking Spaces will be available to Licencees *ON A FIRST COME FIRST SERVED BASIS*. Unauthorised cars parked in the Car Park Area will be clamped. The release fee for clamping is €100.00. Any Licencee allowing unauthorised personnel to allow access to DeansHall carpark is in breach of their license agreement. Students who wish to take up parking will be required to sign in at reception along with a copy of their insurance policy.
- Licencees must permit the staff of DeansHall, its agents, security staff full and unrestricted access to the Premises and the unit when so requested by any of the aforementioned people. Licencees must act as directed by the staff and security personnel of DeansHall and if requested by security personnel or other staff of DeansHall to vacate the Premises, unit or complex they must do so immediately.

- In the event that any Licencee should breach any part of the License Agreement or the Rules & Regulations of Occupancy, DeansHall reserve the right to request you to vacate the Premises and the unit and remove your belongings.

- In the event of :

A) Non payment of the licence fee you shall be furnished with 48 hours' notice to terminate this Agreement. Payment of the Licence Fee within this time will not invalidate the notice to quit and you shall remain responsible for all outstanding sums in respect of the Licence Fee and any other sum due notwithstanding the termination of this Agreement.

B) In the event of a breach of the terms of this Agreement you shall be furnished with up to 48 hours notice to terminate this Agreement at the discretion of DeansHall Management.

C) In the event of a serious breach of this Agreement or an act of misconduct or in the event of damage to the Premises you shall be requested to immediately vacate the Premises and this Agreement shall be terminated.

In the event that you are requested to vacate the Premises there shall be no refund of any licence fee paid and any licence fee due at that date must be paid by you. There shall be no refund of any security deposit paid including the Electricity Deposit & Service Charges.

- DeansHall reserves the right to contact parents/guardians and University/college of the Licencee where the Licencee is engaging in anti-social behaviour, causing a disturbance or distress to fellow Licencees, staff or local Licencees or where damage has been caused to the Premises, the Premises is not being maintained in a clean or hygienic condition. All Licencees must provide the name, address and contact details for parents/guardians.
- Smoking is NOT permitted in Apartments. This includes also e-cigarettes.
- Throwing items i.e. bottles, rubbish, cigarette butts from balconies is deemed treated as a serious offence. If any items are found on the balcony or below the balcony all residents of the Premises will be treated as having committed the offence. In which case all of the residents may be given forty eight hours notice to quit the Premises, in which case there will be no refund of any deposit paid or licence fee paid in advance. Management may if so chooses lock the balcony doors and prevent further access to the balcony.

- Under no circumstances should any student climb over the balcony railing in order to gain access through the patio door to an apartment. This action is not only in breach of your Licence Agreement but also against health & safety. The only entry & exit to the apartment is through the Tower Door and Apartment Door. Management may if so chooses lock the balcony doors and prevent further access to the balcony should a student persist with this action.
- DeansHall has a strict policy on all types of anti-social behavior due to over consumption of alcohol which will result in immediate notice to quit.
- Abusive behaviour to staff, co- residents or third parties is not permitted and any such occurrence is treated as a serious offence. If the management deem in their opinion that there has been an occurrence of abusive behaviour either verbal or physical they shall be entitled to give you forty eight hours notice to quit the Premises in which case there will be no refund of any deposit paid or licence fee paid in advance.
- Any residents found with illegal substances or drugs will be given notice to quit the Premises immediately in which case all belongings shall be removed from the Premises within one hour. Any findings of drugs or illegal substances shall be reported to guard/authorities.
- Licencees are obliged to keep the interior of the units ***in a clean and hygienic condition***. This includes all fixtures, fittings, furniture installation, sanitary fittings and appliances. Damages and replacement of any broken items will be charged to Licencees, as they occur. Furniture must not be removed from the Premises or the unit. Inspections will take place on a regular basis; Licencees will be given prior notice of inspections.
- Management reserves the right to enlist the services of Contract Cleaners during the course of the License Agreement should they find a unit to be in such a disorderly state to necessitate it. The cost of this service will be charged to Licencees directly and must be paid immediately. If a unit/premises fails an Inspection, one written warning will be issued to Licencees in advance of Contract Cleaners being sent to clean the unit/premises. Contract Cleaning rates are available at Reception.

- Licencees must leave the Premises on Termination of Occupancy, howsoever determined in good, clean order, repair and condition – as given on occupation. In the event of the unit and/or premises not being left in such good, clean order, repair and condition as that on the 6th September 2021 a Cleaning Fee at industry standard rates will be deducted from Security Deposits. All personal belongings and rubbish must be removed on Termination of Occupancy by 12 Noon on June 3rd, 2022. A removal fee will be deducted from the security deposit for any personal items and/or rubbish left after 12 noon on 3rd June 2022.

IMPORTANT: You will be given an inventory list upon arrival. Please check the apartment very carefully and indicate items listed on the Inventory List are present and in good condition. If any item on the list is not in the unit or damaged at date of arrival, Licencees must report damages or missing item/s in either their room or the communal area to Reception immediately being prior to 5 o clock on the evening following the date of arrival. If the Licencee does not report an item as missing or damages it shall be deemed to have been in place on the date the licence took residence in the Premises. Any failure to return the completed inventory may result in an inventory deduction at the end of the academic year from the Security Deposit. Any items missing from the inventory list at the end of the academic year shall be replaced by the Licencee and replacement costs shall be deducted from the security deposit.

- Cooking must only be carried on in the Kitchen. Do not leave the hob unattended while cooking. Food preparation should not take place in any other part of the unit/premises. Licencees must not dispose of items in the sink or lavatory so as to block pipes or drains serving the unit, premises or the complex. The use of deep fat fryers in the Premises is not permitted and any deep fat fryers found will be confiscated with immediate effect.
- Only DeansHall inventory is permitted. The licencee is responsible for any item they bring on the premises that is not on DeansHall inventory list. Any damage caused to DeansHall property by such item the licencee will be responsible for charges/ replacements etc.

- Licencees must abide by all regulations set down in respect of the management of the complex including all regulations relating to fire safety. Licencees must not in any way interfere with fire safety equipment, any interference will be treated as an act of vandalism which may result in the Agreement being terminated and will result in the following fines:

Breaking Safety Glass: €130,

Interfering with Fire Extinguisher: €130

Tampering with Fire Head: €130

There will also be a charge to residents for the cost of contract cleaning of apartment upon discharging of fire extinguishers.

All fines and charges shall be applied to each member of the unit/Premises.

Licencees must familiarise themselves with all emergency procedures and exit routes.

In the event of any carelessness resulting in the fire alarms going off and a call out from the response company occurring, the call out fee will be charged to the resident.

- **Security Deposits will not be refunded until the Access Fob have been returned and the units and Premises and contents inspected and found to be in good, clean order, repair and condition as aforesaid and all Licencees have vacated the unit. PLEASE NOTE: Security Deposits CANNOT BE REFUNDED under any circumstances, if a Licencee vacates accommodation at any time after September 6th, 2021 or if the License Agreement is terminated before June 3rd, 2022. Security Refund Deposits, as applicable, will be returned by 1st August 2022.**
- Licencees may take up occupancy in the units at 14.00hrs on or after 6th September, 2021. Licencees must remove all personal effects and belongings not later than 12 Noon on June 3rd, 2022.
- DeansHall Management reserves the right to make amendments to the Licence Agreement in response to any events outside of DeansHall Management's control e.g.: A Pandemic, Any action taken by the Government or a Local Authority.
Such amendments could include but not be restricted to; a change of rent payment schedule dates, occupancy start and end dates or the amendment or addition of a directive to ensure the welfare of residents, staff and the greater community.

- **Due to COVID 19 Pandemic, we are encouraging that Visitors (except for DeansHall staff, security, and contractors) not to be on the premises at any time day or night. We advise for students not to mix between other DeansHall apartments as a precautionary measure.** Overnight guests are not permitted, under any circumstances. For insurance purposes and to insure the safety, comfort and security of Licencees this is strictly enforced. Warnings will be issued as appropriate. Fines in the sum of €50.00 per person, per night apply for unauthorised guests, payable by the Licencee *IMMEDIATELY*.

We advise any Licencee not willing to abide by this regulation to seek alternative, more suitable accommodation.

The Licensee is responsible for their guests and must ensure that all guests comply with the provisions of this agreement and all rules set down by the Licensor in respect of the Premises. The Licensee shall be responsible for any damage caused by a guest.

- Licencees must not involve in horseplay or any games/activities contrary to the rules of the complex.
- Parties in the unit or Premises are not permitted. Licencees will be fined €100 for any party which takes place. The unit will be inspected after any party and contract cleaners will be employed as required. Licencees must not play musical instruments or radios or televisions or other sound-making equipment in a manner which would cause disturbance to others and must not play any such instrument between the hours of 22.30hrs and 08.00hrs.
- **DeansHall Management and DeansHall Security has the right to insist that any person/Licencee must *immediately* vacate the unit if they are causing criminal damage, a nuisance, a disturbance, harm or distress to Licencees at DeansHall Accommodation, staff or local Licencees.**
- Licencees must permit DeansHall Management, its servants, agents or caretaker to enter, service or inspect the units and Premises at all reasonable times. Management will endeavour to contact Licencees if any staff or agents are entering the unit for essential purposes.
- No canvassing is allowed in any part of the complex.
- Under no circumstances may laundry be exposed or hung on balconies or anywhere in the complex. Licencees must not store or keep any unlawful or hazardous substances or materials in the unit or the premises at any time. Licencees must report the possession of such substances to DeansHall Security immediately.

- Licencees must not launder any item in the bath, wash hand basin or sink of the unit/premises. Tokens for use in the Laundry Room can be obtained from DeansHall reception.
- Licencees must not dry clothes on storage heaters in apartments as this causes overheating and could also be the cause of condensation in the units.
- Licencees must not permit the Premises to be utilised for anything other than for private accommodation purposes.
- DeansHall is not responsible for any loss or damage to personal belongings. Licencees are strongly advised to take out personal insurance. DeansHall will accept no responsibility for items left on the Premises after vacation of the units on June 3rd, 2022.
- The management of DeansHall accepts no responsibility for any disturbance caused by re-development works in the area.
- Windows must be opened or tilted daily for ventilation purposes (only when the apartment or Premises is occupied). The Management accepts no liability for any loss of property due to windows/doors not being secured from the inside. Please ensure that all windows and French doors are securely closed at all times when apartments are unoccupied, during the night etc. Licencees must not place bottles or any other item on the window ledges which are visible from the outside.
- Dry cleaning or replacement charges will be incurred for any mould damage to curtains due to lack of ventilation caused to curtains.
- Licencees are not permitted to make any alteration to the units or any part thereof. Licencees must not cause damage to doors, window frames or glass or walls of the Premises or the unit. Any damage caused will have to be paid for by the Licencee responsible and if one Licencee does not accept responsibility or if one Licencee cannot be identified then the cost will be split equally between all Licencees of the Premises and the unit. Licencees must not drive nails or drawing pins into walls or woodwork. The cost of rectifying any such damage must be paid by the Licencee and shall be deducted from the Security Deposit.
- Licencees must not permit the Premises to be utilised for anything other than for private accommodation purposes.

- Under no circumstances may Licencees put posters, flags or placards on walls or glue or fix (whether with blue tack or similar materials) anything whatsoever to the interior/exterior of the unit or the Premises.
- Licencees are obliged to dispose of refuse only in a particular way as dictated by Management. Licencees MUST comply with DeansHall Recycling & Refuse Disposal Policy. **Breach of the Recycling Policy by Dumping rubbish will be charged at €100.00 per unit per occurrence.** Licencees must not throw any rubbish or refuse on any part of the Complex. Licencees must not allow internal rubbish bins to overflow or spill onto walls or floors. Any damage caused by these occurrences shall be deducted from the Security Deposit.
- Licencees must not keep or use in the Premises or any part of the complex any portable heater lamp or other portable apparatus fed by paraffin/liquid gas or gas piping. Licencees must not bring or store any inflammable or dangerous articles in the Premises, unit or any part of the complex.
Licencees must not interfere with any electrical apparatus in the Premises or unit and must not install further electrical wiring.
- Licencees must not keep any dog, cat, fish, bird, insect, pet or other animal in the Accommodation or any part thereof.
- The Management reserves the right to terminate the agreement immediately if for any reason they wish to do so. Nothing in this Agreement will constitute a Landlord/Tenant relationship within the meaning of the Landlord and Tenants Acts or otherwise. Management reserves the right to move Licencees to accommodation in another apartment unit should a situation arise to deem it necessary. This is at the sole discretion of Management.

- In order to rebook accommodation for the following Academic year 2022/2023 the following factors will be noted on each student account during his/ her stay at DeansHall for Academic year 2021/2022 before a new booking will be confirmed. Please note this list is some of the factors but is not limited to:
 - Student behavior towards fellow housemates and DeansHall staff (including the security firm)
 - Condition on how an apartment and bedroom is being kept throughout the duration of the Licence agreement (all inspection's will be recorded and reviewed
 - Rent payments paid on time
 - Anti-social behavior
 - Treatment towards DeansHall premises

THE LICENCE AGREEMENT & RULES AND REGULATIONS APPLICABLE ARE TO BE OBSERVED AND ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE LICENCEE. THIS LICENCE AGREEMENT IS TO BE READ IN CONJUNCTION WITH THE RESIDENT'S HANDBOOK/ RESIDENCY FORMS AND THE LICENCEE ACCEPTS SAME FORMS PART OF THE LICENCE AGREEMENT.

I have read and agreed to comply with the above rules and regulations of occupancy:

A. I have received independent legal advice prior to the signing hereof OR

B. I have been afforded the opportunity to obtain independent legal advice prior to the signing hereof but I have declined to do so (delete as appropriate)

Name: _____ **Block Capitals**

Signature of Licencee AND of Guardian: _____

Medical Section:

To assist DeansHall in the event of an emergency, please supply the name, address and contact information for parents/guardian. Please advise of any medical condition from which you suffer or any medication currently prescribed by you. This information will be retained on your file and will only be used in the case of emergency.

*** NAME**

*** ADDRESS**

*** TELEPHONE NUMBERS**

*** MEDICAL CONDITION**

*** PERSCRIPTION MEDICINE**

You can email the above details for the attention of Management to info@deanshallbishopstown.com

IF YOU ARE UNDER THE AGE OF 18, A PARENT/GUARDIAN MUST SIGN THIS DOCUMENT FOR YOU.

Parent/Guardian Signature: _____

IF A RESIDENT DISPLAYS SYMPTOMS:

Any resident, who contracts a notifiable or communicable disease that could by airborne spread infect other residents sharing accommodation, is required to notify DeansHall Management at the earliest opportunity. In this event the resident may take advice from their GP / HSE. The resident must comply with the terms of that advice.

- **Regarding COVID-19, please see attached Residency form at the end of this License agreement. Included in this form are the precautionary steps taken by DeansHall Management under Government and HSE guidelines. Also included are details that DeansHall Management encourage residents to take whilst residing in DeansHall.**

I, _____ (parent/guardian) have discussed COVID-19 with my son/daughter prior to their check-in to DeansHall. I have communicated with them to be educated on the symptoms, prevention and precautions that they themselves are responsible for. I also discussed with them their personal responsibility to follow Governmental & HSE guidelines regarding COVID-19 restrictions, social distancing and personal hygiene.

Parent/Guardian Signature: _____

GUARANTEE (This section to be filled in only if payment is in 2 installments)

I, (“the Guarantor” parent/guardian) Name _____ at the request of (“the Licencee”) Name _____

In consideration of the grant of the within Licence by DeansHall to the Licencee I hereby COVENANT with DeansHall that the Licencee shall pay all sums set out herein including all deposit requested and the licence fee for the entire academic year on the dates and in the manner set out herein and will perform all the rules regulations and covenants to be performed by them and in the event of default by the Licencee I will pay all sums due by the Licencee and make good all damage caused by the Licencee on demand PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or delay by DeansHall in obtaining the payments required herein or in enforcing performance of rules regulations and covenants set out herein shall not release or in any way reduce my liability hereunder.

I agree that the Agreement is made between DeansHall and the Licencee and there is no obligation on DeansHall to discuss any matter pertaining to the Agreement with me. I acknowledge that I have no right to enter the Premises or unit without the prior consent of DeansHall which may be withheld at their discretion without reason being furnished.

I have received independent legal advice prior to the signing hereof _____

I have been afforded the opportunity to obtain independent legal advice prior to the signing hereof and I have declined to do so. _____

(delete as appropriate)

Signed: _____ **(Guarantor)**

Address: _____

Contact Telephone Number/s: _____

In the Presence of: _____

DATA PROTECTION

The parties hereto shall comply with their respective obligations under the Data Protection Acts 1988 & 2003, including any amendments thereto and all regulations and orders made thereunder, (“the Data Protection Acts”), and, when effective, the General Data Protection Regulation, Regulation (EU) 2016/679, including all regulations and orders implementing provisions of the Regulation in Irish law (“the GDPR”).

The parties agree to be bound by the Data Protection Policy Statement set out below as amended and updated from time to time by the Licensor in compliance with the Data Protection Acts and, when effective, the GDPR.

DATA PROTECTION POLICY STATEMENT

In signing the Licence the Licensee provides his/her consent that the Licensor may disclose information in relation to the Licensee’s occupation pursuant to this Licence in the following circumstances and/or to the following people to the Licensee’s university or college and/or parent/guardian where a breach of this Licence has occurred in order to assist with the smooth running of DeansHall Student Accommodation and to minimise any distress or inconvenience to the Licensee or otherwise from incidents of neighborhood nuisance. Details of the information to be disclosed are available on written request from the Hall Manager, DeansHall Student Accommodation, Curraheen Rd, Bishopstown, Cork

2. to any member of the Licensors’ group of companies (which means its subsidiaries, its ultimate holding company and its subsidiaries),
3. to third parties in the event that the Licensor sells or buys any business or assets, in which case the Licensor may disclose personal data it holds to the prospective seller or buyer of such business or assets. If the Licensor’s assets (or a substantial proportion of them) are acquired by a third party, then personal data it holds will be one of the transferred assets.
4. if the Licensor is under a duty to disclose or share the Licensee’s personal data in order to comply with any legal obligation, or in order to enforce or apply any contract with the data subject or other Licence; or to protect the Licensor’s rights, property, or safety of its employees, Licensee’s, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
5. to the Licensee’s parent/guardian where the parent/guardian is concerned about the Licensee’s wellbeing or whereabouts.
6. for any other reasonable purpose where it would be reasonable to disclose information in such circumstances

To the extent that any disclosure under paragraphs 1-6 above would involve the processing of personal data, the Licensor shall, in disclosing such information, comply with its obligations under the Data Protection Acts, and, when effective, the GDPR. The Licensee shall be entitled to exercise his/her right to access any personal data of the Licensee held by the Licensor as data controller, in accordance with the relevant provisions of the Data Protection Acts and, when effective, the GDPR. The Licensor reserves the right to impose a reasonable administrative fee in providing access to information pursuant to any requests which are manifestly unfounded or excessive.