

Licence to Reside – July 2024

DATED 2024-08-22

(1) TSAF 2 IDA Limited Partnership LP No. 1139 acting through its general partner TSAF 2 IDA GP Limited Co. No. 575564

(2) FINN Patrick Horgan

LICENCE TO RESIDE

Kavanagh Court

This Agreement is made on 2024-08-22 between the Owner, the Resident and any Guarantor. Yugo (Ireland) Limited Co. No 551197 is a party to this Agreement solely to comply with requirements of the Owner by the Central Bank of Ireland].

The Owner and Owner's Agent:

Owner TSAF 2 IDA Limited Partnership LP No. 1139 acting through its general partner TSAF 2 IDA GP Limited Co. No. 575564
c/o Yugo (Ireland) Limited Co. No 551197
Owner's Agent NA

The Resident:

Name FINN Patrick Horgan
1288 Oakridge Drive
Address -
Glendale,
United States of America
Phone Number -
Mobile Number (+1) 3237470280
Email Address horganfinn@gmail.com
DOB 1999-07-27
University Trinity College Dublin
Course IDM

The Guarantor

A guarantor is required.

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Name Dawn Louise Sinko
1288 Oakridge Drive
Address California
Glendale,
United States of America
Phone Number (+1) 3237884152
Mobile Number (+1) 3237884152
Email Address dawnsinko@gmail.com
Guarantor DOB 1963-07-15

1. DEFINITIONS

In this Agreement the following terms have the following meanings:

"Communal Areas"	means all stairs, corridors, entrance halls, reception areas, landings, gardens, balconies, grounds, social spaces, gyms, launderettes and other areas made available by the Owner to all residents of the Residence;
"Law"	means every Act of the Oireachtas and of Parliament, law of the European Union and every instrument, directive, regulation, requirement, action and bye law made by any government department, competent authority, officer or court which now or may hereafter have force of law in Ireland;
"On-line Booking"	means an on-line room booking made by using the Owner's on-line room- booking process on the Website;
"Period of Residence"	means the period starting on 2024-08-31 and ending on 2025-08-23;
"Residence"	means Kavanagh Court within which the Room is located;
"Residence Costs"	means all costs, charges and expenditure (plus any VAT) paid, payable, incurred or to be incurred by the Owner or the Residence Management in or incidental to the provision of the Residence Services;
"Residence Management"	means Uninest/Yugo Student Residences or such entity from time to time appointed by the Owner in its absolute discretion to manage the Residence;
"Residence Regulations"	means the guidelines, regulations and requirements for the management, operation and security of the Residence as issued and changed by the Owner from time to time and made available to the Resident on the Website and/or through the Residence Management;
"Residence Services"	means wifi, broadband, water, gas, electricity, waste disposal, reception services and other utilities, services and amenities made available to residents of the Residence from time to time for use, consumption or enjoyment in or in connection with the Residence including but not limited to those set out in Part 2 of the Schedule to this Agreement;

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"Room"	[means room no. Room E05.04 in the Residence;
	or
	means the room in the Residence to be allocated to the Resident by notice in writing at any time up to 10 days prior to the start of the Residence Period including any ensuite bathroom;]
"Room Costs;	means that portion of the Residence Costs as the Owner or the Residence Management estimates in advance of the Period of Residence as fairly and reasonably attributable to the Room whether on the basis of expected use or consumption in or in connection with the Room or the Residence or otherwise and payable by the Resident by equal monthly instalments in advance on or before the 15th of every month and the first of such instalments to be made on the execution of this Agreement;
"Room Fees;	means the Room Rate and the Room Costs and any Supplementary Room Charge that may become payable (plus VAT, if applicable);
"Room Rate"	means the sum of €19329.00 being the market rate for the Room (exclusive of the Room Costs) for the Period of Residence, payable by the Resident to the Owner by equal monthly instalments in advance on or before the 15th of every month and the first of such instalments to be made on the execution of this Agreement
"Shared Facilities"	means any kitchen, living or bathroom facilities shared by and accessible only to the Room and a limited number of other rooms within the Residence to whom access to the relevant facilities is specifically granted in conjunction with a room;
"Supplementary Room Charge"	means an amount up to the difference between the actual portion of the Residence Cost fairly attributable to the Room and the Room Costs;
"Website"	means the website featuring the Residence from time to time, currently: www.yugo.com

2. RIGHT TO OCCUPY

2.1 In return for payment of the Room Rate in full, on time and in the manner required by the Owner and in return for compliance with the other terms and conditions of this Agreement, the Owner grants the Resident the right to occupy the Room for the Period of Residence and in conjunction with that occupation, the non-exclusive right to access and use the Communal Areas and any Shared Facilities (if applicable) for their intended purpose.

2.2 The Resident acknowledges and accepts that by signing this Agreement:

- a. the Resident is entering into a legally binding contract with the Owner, which gives the Resident the right to occupy the Room and to use the Communal Areas and any Shared Facilities (if applicable) for the agreed Period of Residence only and provided the Resident pays the Room Rate and the Room Costs and complies with all the terms and conditions of this Agreement; and
- b. if the Resident fails to comply with or fulfil any of the terms or conditions of this Agreement, the Owner will be entitled to take action to address the failure, including but not limited to: making a claim or demand of the Resident and/or Guarantor as applicable; relocating the Resident within the Residence at the cost of the Resident; [providing details of the breach to the University;]⁴ and/or terminating the Agreement.

3. ROOM FEES, CHARGES & PAYMENT

- 3.1 [The Resident must pay the Room Fees (being, to avoid doubt, both the Room Rate and the Room Costs) (and, if applicable, any credit card charge in accordance with 3.4 below), in full, without deduction and by the due date(s) in accordance with this Agreement and the manner specified from time to time in the “FAQs” under the “Booking a Room” section of the Website.]
- 3.2 The Room Rate is the market rate for the use of the Room exclusive of the Room Costs. Payment of the Room Costs in addition to the Room Rate in full, on time and in the manner required by the Owner is a strict term and condition of this Agreement. The Resident acknowledges and accepts that the Room Costs are charged on the basis of the Owner's estimate of the proportion of the Residence Costs for the Period of Residence fairly and reasonably attributable to the Room. If the actual portion of the Residence Costs fairly attributable to the Room exceeds the Room Costs, the Owner reserves the right to charge the Resident a Supplementary Room Charge. If the Owner exercises its right to charge a Supplementary Room Charge, it will provide the Resident with not less than [14] days' prior notice of such Supplementary Room Charge becoming effective; the amount of the Supplementary Room Charge; and the date(s) on which the Supplementary Room Charge will be payable.
- 3.3 The Residence Costs (and so, the Room Costs and any Supplementary Room Charge) will not include any cost for which the Owner has a statutory liability. If the Resident has any queries whatsoever in respect of the Residence Costs, the Room Costs or any Supplementary Room Charge that may become payable, please raise these in advance of entry into this Agreement.
- 3.4 The Resident acknowledges and accepts, subject only to the terms of clause 8 (Termination) and the cancellation policy on the Website that the Resident's obligations under this Agreement apply for the entire of the agreed Period of Residence.
- 3.5 The Resident also acknowledges and accepts that:
- a. the Owner applies a charge to any part of the Room Fees or any other sum paid by credit card by the Resident in connection with this Agreement to cover the charge levied by the relevant payment service provider;
 - b. the Owner does not accept cash or cheques; and
 - c. the Owner reserves the right to charge the Resident (but without limiting its right to pursue other courses of action):
 - i. interest on late payment of all or any instalment of the Room Fees and other payments or unpaid costs or charges arising under this Agreement or due to breach of this Agreement at the daily rate of 3% per annum above the base lending rate for the time being of Allied Irish Banks, p.l.c. or such other bank as the Owner may at its absolute discretion notify to the Resident; and/or
 - ii. its reasonable expenses in pursuing the Resident for any late payments, costs or charges arising under or due to breach of this Agreement.

4. OWNER'S RESPONSIBILITIES

- 4.1 Without prejudice to the Resident's obligations under this Agreement, including, without limitation, clauses 5.4 and 6.4, during the Period of Residence the Owner will, at its own cost:
- a. repair and maintain the Residence; and
 - b. insure the Residence against fire and other risks which the Owner considers necessary in accordance with its statutory obligations and Part 1 of the Schedule to this Agreement.
- 4.2 Subject to the payment by the Resident of the Room Costs, the Owner will also use its reasonable endeavours to provide or procure the provision of the Residence Services. The Owner reserves the right to vary and alter the Residence Services in its discretion whether for the comfort and convenience of residents generally or in response to demand or lack of demand or otherwise and will have no liability to the Resident for any alteration or disruption to service from time to time.

5. RESIDENT'S RESPONSIBILITIES

5.1 Student Status & Other Conditions

- a. It is a strict condition of this Agreement that the Resident must maintain the status of a third level student enrolled with the University for the entire Period of Residence.
- b. Further strict conditions of this Agreement are:
 - i. that the Resident must take up occupation of the Room; and
 - ii. the Resident must not be convicted of a criminal offence.

5.2 Use of the Room

The Resident may only use the Room as a temporary residence for the Resident's personal use during the Period of Residence and is not to share possession of the Room with any other person or use it for any non-residential purpose. Studios can be shared by two residents with an additional room cost of €50 per week and subject to management approval.

5.3 Compliance with Residence Regulations

The Residence Regulations are centrally important to the safety and security of the Residence and all of its residents and also its effective management and operation. The Resident acknowledges the central importance of the Regulations and agrees to comply with the Residence Regulations and all policies issued by the Owner for the management, operation, safety and security of the Residence as part of those regulations. The Residence Regulations as updated from time to time will be made available to the Resident through the Residence Management and/or on the Website. It is the Resident's responsibility to ensure that they are familiar and comply with the Regulations.

5.4 Repairs, Maintenance and Alterations

The Resident must:

- a. keep the Room in a clean and tidy condition at all times;
- b. not build up rubbish in the Room or in any Shared Facilities (if applicable) or Communal Areas;
- c. segregate rubbish, place recycled rubbish in designated recycling bin areas and only put rubbish in the bins provided by the Owner;
- d. leave the Room in the same condition at the end of the Period of Residence as when the Resident found it at the beginning (allowing for normal wear and tear);
- e. not make any alterations to the Room whatsoever internally or externally (including fitting any aerial or satellite dish);
- f. not remove, alter or damage any furniture, equipment, windows, locks or blinds in the Room or in any Shared Facilities or Communal Areas;
- g. not drill any holes or to affix any nails, tacks, screws, drawing-pins, or blu tack in or to the windows, doors, woodwork walls, floors or ceiling of the Room - items may be attached to the notice board in the Room only and only with magnets, blu tack or sellotape;
- h. not hang any flags, banners, clothes or other items from the windows or the outside of the Room.
- i. report all maintenance and repair issues to Residence Management as soon as the Resident becomes aware of them.

5.5 Safety and Security

While the Owner is responsible for the provision of security for the Residence as a whole, neither the Owner nor Residence Management will be responsible for the security of the Room or Shared Facilities. Responsibility for security of the Room and Shared Facilities (if applicable) rests with the Resident. The Resident must familiarise themselves with the detailed requirements of the Residence Regulations in respect of the safety and security of the Residence and must:

- a. report all security incidents to Residence Management;
- b. not smoke (including electronic cigarettes) or charge any electronic cigarettes in the Room or any part of the Residence or bring any other smoking paraphernalia such as shisha pipes or hookahs into the Room or any part of the Residence;
- c. not bring any cooking equipment (including rice cookers or similar apparatus and whether electrical, gas, using a naked flame or otherwise) into the Room or the Residence that have the potential to cause a fire or other hazard and must not prepare food or undertake any cooking in the Room or any part of the Residence except in the designated kitchen area to which the Resident has access;
- d. not overload electrical sockets or use unsafe electrical equipment;
- e. not cover wall vents/fans in toilets and kitchens, as these are required for ventilation under Building Regulations;
- f. respond to all fire alarms and comply with all fire regulations and evacuation procedures;
- g. not obstruct the Communal Areas or any parts of the Residence including fire escapes routes and must not leave any items outside the Room or Shared Facilities;
- h. not tamper with any fire equipment or fire doors which are designed to reduce the spread of fire and to help prevent injury or death;
- i. not part with the possession of any keys, fobs, access or security cards provided by the Owner for the Room, make any duplicates or mark them keys with anything that relates it to the Residence and must report any loss immediately to the Residence Management;
- j. leave the Room and the Residence secure at all times and must not prop open or block locks on the door to the Room or the Residence;
- k. not do anything which may increase the Owner's insurance premium for the Room or the Residence;
- l. not store or keep or permit to be kept in the Room or in any part of the Residence any dangerous, combustible including candles or unlawful substances or materials whatsoever and must report immediately the presence of such substances or materials; and
- m. not store or keep or permit to be kept in the room or in any part of the Residence any electric scooters, hover boards or electric forms of transport or charge any batteries associated with these forms of electric transport and must report immediately the presence of such objects to the Residence Management.

5.6 Guests

- a. The Resident is responsible for the behaviour of any of the Resident's visitors (including family members) to the Residence and must ensure that they comply with the terms of this Agreement and the Residence Regulations, including the guest policy.
- b. Guests are not permitted to stay overnight unless the Resident has received prior approval in accordance with the Residence Regulations guest policy.
- c. The Owner may remove or exclude any visitors (including family members) from the Room.

5.7 Behaviour

- a. The Resident agrees to show respect, at all times, for all persons living or working in the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them.
- b. The Resident must not bring into the Room or any part of the Residence any weapons, illegal items or

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items which the Owner considers offensive or dangerous (which may include replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons) or allow the Room to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.

- c. The Resident must not behave in a way that is “anti-social” for the purposes of the Residential Tenancies Acts (as defined in clause 12 below) or allow their visitors to behave in that way, being behaviour that constitutes the commission of an offence reasonably likely to affect directly the well-being or welfare of others or that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the Residence or its vicinity and, without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person, or persistently prevents or interferes with the peaceful occupation by any other person residing in the Residence or in the vicinity of the Residence.
- d. The Resident must not hold parties in the Room or in or on any part of the Residence save with the express permission in writing of the Residence Management.
- e. The Resident must keep noise at a level that does not interfere with the study, sleep or comfort of persons living or working in the Residence and is not to play musical instruments, large speaker or radios, televisions or other sound-producing apparatus in such a manner as to cause distraction or nuisance to other residents of the Residence and in particular between the hours of 11:00 p.m. and 8:00 a.m. or such other times as the Owner notifies.
- f. The Resident must not keep a dog, cat, reptile, insect, pet, fish or other animal at the Room or the Residence save for a registered assistance dog as provided for in the next paragraph.
- g. Residents with a disability may keep a registered assistance animal (“**assistance animal**” includes Guide Dogs) with them at the Room and the Residence where the need for the animal has been certified by a registered recognised medical professional. The Resident will be responsible for the care of the animal and must ensure that the animal is controlled at all times and does not cause a nuisance to other Residents of the Residence and other persons in the Residence at any time.
- h. The Resident shall indemnify the Owner against any claims made by any agent or employee of the Owner or visitor arising out of any breach of the terms of this Agreement.

5.8 TV Licences

The Resident will be responsible for obtaining and paying for the television licence required for any television in the Room or Shared Facilities. The Owner will be responsible for obtaining and paying for any television licence required for televisions which it supplies to the Communal Areas.

6. OWNER’S RIGHTS

6.1 Relocation

The Owner reserves the right to move the Resident to similar accommodation in any circumstances on giving the Resident at least 7 days’ advance written notice, save in the case of emergency when notice may not be possible. Where this happens the Resident must vacate the Room within the time period required by the Owner. If the relocation is entirely unprompted by anything the Resident has or hasn’t done, any costs to the Owner of the relocation will be borne by the Owner but the Owner will not otherwise be responsible to the Resident for any inconvenience or otherwise.

6.2 Alterations and Building Works

The Owner has the right to carry out any works whatsoever (whether in nature of development, alteration, installation, refurbishment, repair, maintenance, decoration, health and safety works or otherwise) to the Residence (including the Room and any Shared Facilities) and/or any adjoining property of the Owner. In carrying out any works to the Room, Shared Facilities or Residence, the Owner will communicate appropriately and liaise with the Resident and any others affected.

6.3 Removal and Disposal of Items

The Owner may remove from the Room, the Shared Facilities or the Residence any items which it considers offensive, dangerous and/or which may cause a fire hazard. The Resident will not be entitled to take any such items back into the Room, the Shared Facilities or the Residence and the Owner may dispose of any such items.

6.4 Access by Owner and Residence Management and the University

By entering into this Agreement the Resident consents to the Owner, the Residence Management and its or their employees, agents, contractors or licensees from time to time accessing the Room and the Shared Facilities for all purposes in connection with the management and operation of the Residence, including:

- a. in accordance with routine inspection schedules (if any) in place for the Residence whether these inspection schedules are part of the Residence Regulations or are otherwise notified to the Resident;
- b. upon reasonable prior notice to the Resident:
 - i. to examine the state of repair and condition of the Room and/or the Shared Facilities;
 - ii. to determine compliance by the Resident with its general obligations under this Agreement; and/or
 - iii. to comply with the Owner's obligations under this Agreement including to carry out repairs or renovations to the Room and the Shared Facilities or any other part of the Residence or any adjoining premises;
- c. without notice to the Resident:
 - i. in an emergency; or
 - ii. where noise, nuisance, "anti-social" or other behaviour identified in clause 5.7 comes to the attention of the Owner of the Residence Management or any of its agents, employees or contractors.

7. PAYMENT FOR LOSS OR DAMAGE

The Resident must pay, within 14 days of written demand, for all loss and damage suffered by the Owner as a result of any breach of this Agreement by the Resident or any of the Resident's visitors (including family members). This includes but is not limited to additional cleaning costs, replacement keys, repairing or replacing fixtures, fittings or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and income lost by the Owner by the Resident's failure to vacate the Room when the Resident should have. The Owner will provide proof of damage, costs incurred and any additional future costs when issuing the demand.

8. TERMINATION

- 8.1 This Agreement will terminate at the end of the Period of Residence unless it is terminated early in accordance with this clause 8.

8.2 Termination by the Resident

The Resident acknowledges and accepts that they have no right to terminate this Agreement early except by the means permitted by the Residential Tenancies Acts:

- a. if the Owner fails to substantially comply with its obligations to the Resident under the terms of this Agreement or the Residential Tenancies Acts, if applicable; or
- b. if it falls during the Period of Residence, during the period from 1 May to 1 October, inclusive, whether or not the Owner has failed to comply with any of its obligations under this Agreement or the Residential Tenancies Acts.

Where the Resident exercises its rights in this respect, the Owner shall refund, following deduction of any sums or charges incurred in making the refund or due and owing otherwise under this Agreement, any part of the Room Fees paid by the Resident and attributable to the period after the termination date.

If the Resident makes a request in writing or by e-mail to the Residence Management to terminate this Agreement otherwise than in accordance with their rights as expressed above the Resident will remain liable for the Room Fees unless or until a suitable replacement resident takes up occupation of the Room, in which case a contract replacement cost (including cleaning costs) of up to €150 will be payable by the Resident.

8.3 Termination by the Owner

- a. If the Resident or any of the Resident's visitors (including a family member) breaches any of the terms of this Agreement including but not limited to: -
 - i. failure of the Resident and/or the Guarantor to pay any instalment of the Room Fee in accordance with the terms of this Agreement;
 - ii. the Resident's status as an enrolled student of a recognised third level educational institution being terminated or suspended for any reason;
 - iii. the Resident failing to occupy the Room or being convicted of a criminal offence;
 - iv. the Resident committing any offence, indulging in drunkenness, drugs, violence, or other anti-social, unlawful or threatening behaviour or behaving in any manner which is a nuisance or danger to himself/herself or other residents, the Room, Shared Facilities or any part of the Residence or any personal property of the Owner or other residents;
 - v. the Resident using the Room, Shared Facilities or any part of the Residence for any unlawful purpose;
 - vi. the Resident supplying information to the Owner in connection with the Resident's application for the Room, which is false or misleading or failing to supply relevant information to the Owner;
 - vii. the Owner considers it necessary for the Resident's protection or the protection of others; or
 - viii. repeated and persistent breach of the Agreement or the Residence Regulations and policies

the Owner will be entitled to take all actions open to it to address the breaches, including but not limited to: making a claim or demand of the Resident and/or Guarantor as applicable; relocating the Resident within the Residence at the cost of the Resident; and terminating this Agreement early by notice in writing to the Resident in accordance with the notice requirements for such default as set out under the Residential Tenancies Acts.

- b. The Owner also has the right to terminate this Agreement early:
 - i. within the first 6 months of the Period of Residence following at least 28 days advance written notice without providing a reason; or
 - ii. if the Room and/or the Shared Facilities (if applicable) are not habitable due to events beyond the Owner's control (such as fire or damage) and the Owner does not have alternative accommodation for the Resident to occupy.

8.4 Check-out Procedure

In accordance with the check-out procedure set out in the Residence Regulations, whether this Agreement terminates at the end of the Period of Residence or early for any reason:

- a. prior to its termination the Resident must attend a check-out inspection arranged by the Residence Management and sign a copy of the inspection report; and
- b. by 10 am (or other appointed time in the Residence Regulations), on the day of termination the Resident must
 - i. move out of the Room, leaving it clean and tidy;
 - ii. take all personal belongings; and
 - iii. hand back all keys, fobs, security and access cards.

8.5 Failure to comply with the check-out procedure

- a. The Owner will be entitled to either store and/or dispose of (at its discretion) any personal belongings of the Resident left in the Room or the Residence at the end of the Period of Residence without any liability to the Resident and will be entitled to charge the Resident for the associated storage and/or disposal and administrative costs.
- b. If the Resident fails to return all keys, fobs, security and/or access cards to the Residence Management in accordance with the check-out procedure, the Resident will be liable to pay additional charges to the Owner in accordance with the Regulations.
- c. If the Resident fails to leave the room clean in accordance with the check-out procedure, the Resident will be liable to pay additional charges to the Owner in accordance with the Regulations (current

deep clean cost are €150).

8.6 Effect of Termination

- a. The effect of any termination of this Agreement whether early or at the end of the Period of Residence will be to end the Agreement but will not release the Resident (nor the Guarantor (where applicable)) from making good all loss or damage caused to the Owner as a result of any breach or breaches of the Agreement prior to its termination. The Owner will still be entitled to pursue all outstanding payments, charges and claims under this Agreement.
- b. Where the Owner terminates this Agreement in accordance with its terms the Owner will not be liable for any claims, costs or compensation, inconvenience or otherwise to the Resident.

9. NOTICES

- 9.1 The Resident agrees that the address or the Room shall be deemed to be the address at which the Resident ordinarily resides for the purposes of formal notices required to be served under the Residential Tenancies Acts and that in addition to the other specific means provided for in the Residential Tenancies Acts any such notice is and shall be deemed duly served on the Resident if addressed to the Resident at the Room and sent by internal post or hand-delivered to the post box for the Room located in the Residence or hand-delivered to the Room itself. Other notices and communications by the Owner with the Resident shall be made in the manner set out in the Residence Regulations or as agreed with the Resident. It is the Resident's duty to check their email and their post.
- 9.2 Formal notices of termination to be sent to the Owner relating to this Agreement must be hand-delivered to a member of the Residence Management at the reception of the Residence or be otherwise served in accordance with the terms of the Residential Tenancies Acts. Other requests, notices and communications should be made in writing or by email to the manager of the Residence.

10. GUARANTOR

- 10.1 The Guarantor by their execution of this Agreement agrees to guarantee the obligations of the Resident under the terms of this Agreement, including the requirement to pay the Room Fee and any other payments due or costs arising under this Agreement. The guarantor you must provide and upload photo ID, Utility Bill, Bank Statement or proof of funds to guarantee the obligation.
- 10.2 The Guarantor confirms that they have had the opportunity to take independent legal advice in respect of their obligations under this Agreement.
- 10.3 The Guarantor guarantees as a separate and independent primary obligation, due payment and/or performance as the case may be of:
 - a. the Room Fee payable to the Owner under this Agreement;
 - b. any payment to the Owner of any other monies due or to become due by the Resident to the Owner for the supply of amenities and other services by the Owner to the Resident pursuant to this Agreement within the time period set out in the Agreement;
 - c. the performance of all other obligations of the Resident under this Agreement, and;
 - d. any monies due by the Resident to the Owner under this Agreement for damage caused by the Resident to the Room or Residence provided that the Guarantor's liability under this clause shall be limited to the amount of the irrecoverable excess on the Owner's insurance policy referable to the damage caused.
 - e.
- 10.4 The Guarantor agrees to pay to the Owner immediately on written demand any Room Fee or such other

monies so payable by the Guarantor or to perform on demand all other obligations which the Resident may fail to perform and should payment be later than 45 days after the written demand the Owner is entitled to charge an additional €45 administration fee.

10.5 The Guarantor agrees that the guarantee granted in terms of this clause 10 shall not be affected by any time or other indulgence the Owner may see fit to grant to the Resident.

11. GENERAL

11.1 Car parking

There is no car parking provided with the Room.

11.2 Entire Agreement

This Agreement and the cancellation policy on the Website shall constitute the whole of the terms agreed between the Parties in respect of the subject matter of this Agreement provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

11.3 Waiver

Unless otherwise agreed in writing, no failure by either party to exercise any right or remedy available to it nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

11.4 Force Majeure

Neither party shall be liable for any delay or failure to carry out its obligations under this agreement caused by **"force majeure"** provided that it promptly gives written notice of the occurrence of the force majeure relied on to the other party and it uses all reasonable endeavours to remove or avoid the effect of such force majeure as promptly as practicable.

"Force majeure" for the purposes of this clause means any cause affecting the performance by a party of its obligations under this Agreement arising out of acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster or industrial dispute.

11.5 Transfer of Rights and Obligations of the Owner

The Owner is free to transfer its rights and obligations under this Agreement to a third party, in which case the third party will step into the role of the Owner for the purposes of the Agreement.

11.6 Interpretation

In this Agreement:

- a. words importing persons include firms, companies and corporations and vice versa;
- b. any agreement by the Resident not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and any references to any act, neglect, default or omission of the Resident includes any act, neglect, default or omission of their servants, agents, licensees, invitees or persons under its or their control;
- c. references to any right of the Owner to have access to or entry upon the Premises extends to the Residence Management and all persons authorised by the Owner or the Residence Management and any person holding an interest in the Residence superior to the Owner;

- d. references to property (including, without limitation, the Room, the Shared Facilities, the Communal Areas and the Residence) are to the whole and any part of it and, where any part of the Residence is altered in layout, extent or location, references to such shall be construed as referring to the area so altered;
- e. reference to any Law (whether specifically named or not) or to any sections or sub-sections in any legislation includes any amendments or re-enactments of it for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given under or deriving validity from it;
- f. if any term or provision of this Agreement is held to be illegal or unenforceable in whole or in part, then that term shall be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement is not affected;
- g. the Period of Residence, where the context so admits or requires, extends to and includes any extension or renewal of it (but so that where this Agreement terminates prior to the expiry of the Period of Residence, the **"Period of Residence"** means the period up to the date of such termination;
- h. reference to **"this Agreement"** includes this Agreement as modified, varied or supplemented from time to time;
- i. the schedules to this Agreement are to be read as if they form part of the body of this Agreement and the term **"this Agreement"** shall be construed as including the schedules;
- j. the clause headings appearing in this Agreement are for reference purposes only and shall not affect its construction or interpretation; and
- k. general words, including those introduced by the word **"other"**, shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words and phrases followed by the terms **"including"**, **"include"** and **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

11.7 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Ireland. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

12. NATURE OF THE RESIDENCE AND THIS AGREEMENT

Consistent with several key terms of this Agreement (including the Owner's re-location rights) and also in keeping with the nature of the Residence and the flexibility that both the Owner and the Resident require in order to meet the temporary accommodation needs of students supplemented with services and facilities that students require, this Agreement is a licence and not a lease. This means that the Resident has personal rights to occupy the Room and to use the Shared Facilities and Communal Areas during the Period of Residence on the terms of this Agreement but cannot transfer or pass on those rights to a third party or share possession of the Room with another person. Strictly without prejudice to this, where the Residential Tenancies Acts 2004 to 2024 (the **"Residential Tenancies Acts"**) apply by law to the terms of this Agreement, those terms of this Agreement shall be read by reference to and as required by the Residential Tenancies Acts.

13. COMPLETION OF AGREEMENT

13.1 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same Agreement.

13.2 Each party agrees that this Agreement may be executed electronically by any of the parties and that

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transmission by email in PDF or JPeg format (or such other format as is generated by an On-line Booking) (being “**electronic format**” for the purposes of this clause 13) of a complete counterpart of this Agreement executed in that way has the same effect as if an original were handed over.

13.3 By completing an On-line Booking, each of the Resident and the Guarantor (as applicable) expressly agrees to the conclusion of the Agreement by them using that method including the electronic application to this Agreement of their signature as generated by that process.

13.4 This Agreement becomes binding and effective against the Resident and the Guarantor (as applicable) either when the Resident:

- a. having completed an On-line Booking, receives an email confirmation of the booking attaching a complete counterpart of this Agreement in electronic format as executed by the Resident and the Guarantor (as applicable); or
- b. returns a complete original counterpart of this Agreement executed by the Resident and the Guarantor (as applicable) to the Owner.

13.5 This Agreement becomes binding and effective against the Owner (and not before) when the Owner has executed one counterpart in accordance with this Agreement and has given or sent to the Resident a complete counterpart of this Agreement as executed by the Owner either as an original or by email in electronic format.

13.6 The signature of the Resident to this Agreement confirms that the Resident:

- a. has not knowingly or carelessly given false or materially misleading information to the Owner in connection with the obtaining of this Agreement; and
- b. has made a full and true disclosure of all information sought by the Owner in connection with the entry into this Agreement.

13.7 If the Resident deliberately gives false or misleading information in order to enter into this Agreement this will constitute a material breach and the Owner will be entitled to terminate the Agreement.

13.8 The signatures of the Resident, the Owner and Guarantor to this Agreement also acknowledge that the parties have read and understood this Agreement and the terms and conditions of it.

14. ENQUIRIES

If there is anything the Resident does not understand about this Agreement or the Resident's accommodation or if the Resident has any other queries, please contact the Residence Management.

SCHEDULE 1

Part 1 - OWNER'S RESPONSIBILITIES

The Owner will:

1. BUILDINGS MAINTENANCE

1.1 Provide accommodation that is fully functional, safe, secure and meets all relevant statutory requirements.

- 1.2 Ensure that all elements of the accommodation (both internally and externally) maintain a good, clean, stain and graffiti-free appearance.
- 1.3 Ensure that all elements of the accommodation, building services and utility supplies are fully operational and performing in accordance with relevant design intent.
- 1.4 Ensure that repairs to damage of the building fabric and services is delivered through a responsive maintenance service, with emergency assistance available 24 hours per day, 365 days per year.
- 1.5 Ensure the regular inspection and testing of all elements of the fabric, finishes and building services.
- 1.6 Ensure a rolling programme of planned maintenance, repair and replacement, covering all elements of the structure, fabric, finishes, building services, and external areas is undertaken.
- 1.7 Ensure that all work undertaken, is at such times and in such a manner, as to comply with all relevant statutory requirements, manufacturers' instructions and recommendations, best industry practice, and cause the minimum risk of injury or damage to residents and their property.
- 1.8 Ensure that all work undertaken, is at such times and in such a manner, as to comply with all relevant statutory requirements, manufacturers' instructions and recommendations, best industry practice, and cause the minimum risk of injury or damage to residents and their property.
- 1.9 Ensure all health and safety information/details are made available to residents and visitors (upon request).
- 1.10 Ensure that all drainage systems are free-flowing and no safety hazards are present.
- 1.11 Ensure that all accommodation is provided with mains lighting and power. Any loss of supply (other than general failure beyond the control of the Owner) will require addressing within a scheduled period of time.
- 1.12 Ensure that all residential accommodation (excluding circulation areas) is able to be adequately heated, having due regard to ambient temperatures, and in accordance with normal requirements.
- 1.13 Ensure procedures and operating plans are in place to deal with emergencies and interruptions in utility supplies.

2. FIXTURES, FITTINGS & EQUIPMENT MAINTENANCE

- 2.1 Ensure that all fixtures, fittings and equipment provided are fully functional and safe, meet all relevant statutory requirements and perform with relevant design intent.
- 2.2 Ensure the regular inspection and testing of all fixtures and fittings and equipment in accordance with relevant statutory legislation.
- 2.3 Ensure a rolling programme of planned maintenance, repair and replacement of all fixtures, and fittings and equipment.
- 2.4 Ensure a responsive and user friendly, emergency maintenance, repair and replacement service.

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- 2.5 Ensure that any required non-emergency reactive maintenance, repair and replacement is given appropriate priority in order to minimize any health and safety risks and any downtime in respect of non-availability of the accommodation (or any specific fixture, fitting or piece of equipment).
- 2.6 Ensure that all work undertaken, is at such times and in such a manner, as to comply with all relevant statutory requirements, manufacturers' instructions and recommendations, best industry practice, and, cause the minimum risk of injury or recommendations, best industry practice, and cause the minimum risk of injury or damage to residents and their property.

3. GROUNDS MAINTENANCE

- 3.1 Ensure all hard landscaped areas (including the car park) are safe and accessible, and kept free from graffiti, litter, weeds, waste and other debris.
- 3.2 Ensure all soft landscaped areas are kept free from litter and other debris and are tended to produce a well-kept and cared for appearance.
- 3.3 Ensure that all external signage is clean, legible and unobstructed and that all illuminating signs are maintained in accordance with the general building maintenance requirements.

4. CLEANING AND MAINTENANCE

- 4.1 Provide an internal and external environment that is clean, tidy, refuse, debris, pests and other infestations.
- 4.2 Regularly provide for the cleaning and where appropriate disinfecting of all the Communal Areas of the Residence both internal and external, (excluding within the flats other than servicing between lets) and all the Owner's fixtures and fittings and equipment within Shared Facilities and Communal Areas.
- 4.3 Regularly provide for the cleaning and where appropriate disinfecting of low level and high level surfaces such as floor surfaces, skirting boards, radiators, windows and doors, sills in all Communal Areas.
- 4.4 Annually provide for the cleaning and where appropriate disinfecting of all fixtures and fittings and equipment such as bed, bookshelves, chairs, cooker, desk, kitchen units, fridge/freezer, lamps, toilets, televisions, waste bins within the flats, bedrooms, en-suite bathrooms, kitchens, dining/living areas and common areas and circulation space of the flat.
- 4.5 Provide and replenish supplies of appropriate consumables to common area toilets (where applicable).
- 4.6 Ensure all areas are free of rodent, insect or other infestation.
- 4.7 Ensure cleaning is undertaken at such times, and in a manner as to cause the minimum level of disturbance to residents and visitors.
- 4.8 Ensure cleaning is undertaken at such times and in such a manner as to comply with all relevant statutory requirements and to cause the minimum risk of injury or damage to residents, visitors or their property.
- 4.9 Provide a responsive service to emergency incidents such as spillage's leaks etc., including spillages and leaks of flammable materials such as petrol or oil in respect of the car parking.

Part 2 - RESIDENCE SERVICES

The Owner will:

1. ACCOMMODATION MANAGEMENT AND ADMINISTRATION

- 1.1 Manage the Residence in accordance with good estate management.
- 1.2 Provide a telephone helpline, available 24 hours per day, 365 days per year, to all the residents, to deal with all issues relating to the day-to-day management including, the reporting of emergency maintenance and security incidents, tenancy information and use of the accommodation.
- 1.3 Ensure that all staff, whether directly engaged, contracted service providers or other suppliers employed in the provision of services, are adequately qualified, have received adequate training, and conduct themselves in a professional manner at all times.
- 1.4 Make available to residents, at a reasonable charge and within reasonable timescales, replacement keys, fobs or swipe cards required to access the accommodation and maintain an adequate level of security.
- 1.5 Ensure the receipt and effective distribution, by the Post Office, of in-coming mail to all resident's post boxes.
- 1.6 Put in place and provide:
 - a. the Residence Regulations governing the management, operation and safety and security of the Residence including: details and procedures for fees, charges and payments; check-in and check-out procedures and requirements; the guest policy; CCTV and other policies; health and safety information; contact numbers of the helpdesk; details of the requirements and responsibilities expected of each resident relating to their behaviour and conduct; and details of complaint procedures; and
 - b. a resident's handbook with further useful information about the Residence and the local area.

2. WASTE MANAGEMENT

- 2.1 Provide an accessible, secure and tidy designated central disposal point for all waste.
- 2.2 Ensure the frequent collection and removal of all waste in a hygienic manner from the designated waste disposal point provided.
- 2.3 Ensure that sufficient capacity is available to cope with the quantity of rubbish within the accommodation and increase the provision of the central disposal point if required.
- 2.4 Ensure that collection is at such times (except in the case of an emergency and as so far as the local authority service provider will comply) and in such a manner as to cause the minimum level of disturbance to residents and visitors.
- 2.5 Ensure that collection is at such times and in such a manner so as to comply with all relevant statutory requirements and cause the minimum risk to the health and safety of residents and visitors.
- 2.6 Ensure that collection is undertaken at such times and in such a manner so as to comply with all relevant statutory requirements and cause the minimum of risk of rodent, insect or other infestation.

3. SECURITY

- 3.1 Ensure the accommodation is adequately assessed and monitored against the risks of vandalism, theft and unauthorised entry, including the car park.
- 3.2 Minimise the risk of physical attack on residents, visitors and users of the car park.
- 3.3 Ensure that regular CCTV monitoring of the accommodation is carried out.
- 3.4 Provide a local response service to attend incidents, emergencies, breaches of security or other calls for assistance.
- 3.5 Maintain effective liaison and close co-operation with the local police service, and other local security services.
- 3.6 Monitor, record, report and investigate causes for all security incidents.
- 3.7 Ensure all common areas, internal and external, have adequate lighting and alarms (to include fire alarms).

Signed for the OWNER

Name

Authorised Signatory

Date

Witness

Name

Signature

Date

Address of witness

Signed for the RESIDENT

Name Finn Horgan

Authorised Signatory [Signature]

Date 08/25/2024

Witness

Name Dawn Sinello

Signature [Signature]

Date 08/25/2024

Address of witness 288 Oakridge Dr, Glendale CA
91205 USA

Signed for the GUARANTOR

Name Dawn Sinello

Authorised Signatory [Signature]

Date 08/25/2024

Witness

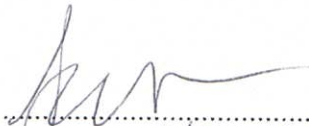
.. Finn Horgan

ACCEPTED

Signature

Date

Address of witness


08/29/2024
200 Oakridge Dr, Glenlake GA
91205 USA

ACCEPTED