



Student

**Nido Student
Cork**

LICENCE TO RESIDE

BETWEEN

- (1) IRE Real Estate Opco III Limited, having its registered office at 33 Sir John Rogerson's Quay, Dublin, Ireland ("Licensor");
- (2) The Student Occupier, [Name XXX] of [address XXX] ("Occupier"); and
- (3) The guarantor of the Occupier, [Name XXX] of [address XXX] (if relevant) ("Guarantor").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:

- "Apartment"** means the apartment that the Room forms part of (if relevant);
- "Communal Areas"** means all stairs, corridors, landings, gardens, balconies, grounds, social spaces, entrance halls, laundrettes and reception areas and other communal areas within the Residence;
- "Guarantor"** means the guarantor of the Occupier (if relevant), who will guarantee the performance of the Occupier's obligations, including payment of the Licence Fee, in the event it is paid in instalments, as set out in this Licence Agreement;
- "Holding Deposit"** means the holding deposit referred to in this Licence Agreement;
- "Law"** means every Act of the Oireachtas, 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;
- "Licence Agreement"** means this agreement;
- "Licence Fee"** means the charges for the Occupier's occupation of the Room which fee INCLUDES use of electricity, water, internet access and sewerage utility services. Licensor reserves the right to recharge the Occupier for non-residential, unreasonable or excessive use of such services.

The Licence Fee is payable:

In one single instalment payable in full in advance being the amount of [€ XXX] due on [date XXX]

OR

In 4 instalments:

First Instalment of Licence Fee on or before [date XXX]; and
Second Instalment on or before [date XXX]; and

Third Instalment on or before [date XXX]; and
Fourth Instalment on or before [date XXX].

Below are the charge details:

<u>Charge Name</u>	<u>Amount</u>	<u>Fee Payment Due Date</u>
1 st fee instalment	[€XX]	[date XXX]
2 nd fee instalment	[€XX]	[date XXX]
3 rd fee instalment	[€XX]	[date XXX]
4 th fee instalment	[€XX]	[date XXX]

The Occupier will pay the Licence Fee and associated charges by (i) direct debit or if available, (ii) bank transfer or (ii) debit or credit card through the Nido Student online portal. Account payment details are as follows:

Account name: [XXX]
Account number: [XXX]
Sort code: [XXX]
Bank name: [XXX]
Bank address: [XXX]
IBAN: [XXX]
IBAN BIC: [XXX]

“Management Team”	means the management in charge of Nido Student Residence which includes Nido Management Ireland Limited;
“Nido Regulations”	means all reasonable regulations which the Licensor may issue from time to time for the purposes of ensuring the safety, cleanliness, security and general good management of the Residence
“Period of Residence”	shall be [51 weeks or 38 weeks] from and including [date XXX] to and including the end date [date XXX];
“Property”	means all or any part of Licensor’s property located in Ireland;
“Residence”	means the residence within which the Room is located;
“Resident’s Handbook”	means the Resident’s handbook available at https://www.nidostudent.com/wp-content/uploads/2019/11/NS-Handbook.pdf , as amended from time to time or as otherwise notified by the Licensor from time to time;
“Room”	Room No. [XXX] [Room type] Curraheen Point, Co. Cork T12 AY95

2. ACCEPTING THIS AGREEMENT

This Licence Agreement is a licence and not a tenancy. This means the Occupier has a right to occupy the Room during the Period of Residence but does not have exclusive possession of the Room. This means that the Licensor has the right to:

- (a) Enter the Room at any time for any reason, as referred to in this Licence Agreement;
- (b) Require the Occupier to move to a different room, as referred to in this Licence Agreement;

The Occupier, Licensor and Guarantor (if relevant) agree that this Licence Agreement shall become contractually binding at the point of booking by virtue of the Occupier's electronic acceptance of this

Licence Agreement and payment of the Holding Deposit by or on behalf of the Occupier (failing which this Licence Agreement and the associated booking shall terminate and be of no effect).

By accepting this Licence Agreement and paying the Holding Deposit, the Occupier is entering into a legally binding contract with the Licensor, which, for the Period of Residence and subject to the terms of this Licence Agreement, gives the Occupier the right to live in the Room and to use the Communal Areas. However, if the Occupier breaches any of the terms of this Licence Agreement, the Licensor shall be entitled to take action against the Occupier.

If any term or provision in this Licence Agreement is held to be illegal or unenforceable in whole or in part such term shall be deemed not to form part of this Licence Agreement but the enforceability of the remainder of this Licence Agreement is not affected.

3. ENQUIRIES

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

4. HOLDING DEPOSIT

The Occupier will pay a Holding Deposit of [€100.00] in cleared funds to the Licensor at the point of booking. The Holding Deposit will be treated as a payment on account of the Licence Fee and will be deducted from the first instalment or only instalment of the Licence Fee, as appropriate.

5. LICENSOR'S RESPONSIBILITIES

The Licensor will use its reasonable endeavours to:

Maintain the structure of the Residence and keep the Residence and the Communal Areas clean, tidy, in reasonable repair and fit for use;

To ensure that an adequate supply of utilities including water, heating, hot water and internet are provided in the Residence; and should supply be lost to reinstate as soon as possible;

To ensure that the laundrette facilities are available and in good working repair;

The Licensor will not be liable for any failure to provide services where such failure is beyond its reasonable control (such as mechanical breakdown, third party actions and labour disputes);

During the Period of Residence the Licensor shall insure the Residence where the Room is located against fire and other risks which the Licensor considers necessary.

6. THE OCCUPIER'S RESPONSIBILITIES:

1. Licence Fee

The Occupier must pay the Licence Fee and associated charges in full on the due dates in accordance with this Licence Agreement.

The Occupiers obligation to pay the Licence Fee applies whether or not the Occupier moves into the Room and irrespective of the Occupiers course dates.

The Licensor reserves the right to charge the Occupier a reasonable fee to cover its administrative expenses should it have to pursue the Occupier for payment.

The Licensor does not accept cash or cheques.

2. Use of the Room

The Occupier may only use the Room as a temporary residence for the Occupiers personal use and unless specifically authorised by the Licensor is not to share possession of the Room or any part thereof with any person or to permit the Room to be occupied by any person other than those authorised during the Period of Residence.

The Occupier must not carry on any business in the Room nor do or allow to be done any act or thing which is likely to be or become a nuisance danger or annoyance to the Licensor or adjoining occupiers.

The Occupier must maintain the status of a registered Student for the whole of the Period of Residence.

The Occupier must comply with the terms of the Resident's Handbook. The Occupier is responsible for the behaviour of any visitor (including any family member) and the Occupier must ensure they comply with the terms of this Licence Agreement and the Resident's Handbook. If they do not the Occupier will be held liable. The Occupier is not permitted to have guests staying overnight unless the Occupier has received approval from the Management Team and the Occupier must ensure that the Occupiers guest complies with the Resident's Handbook and Nido Regulations.

The Licensor may remove or exclude any visitors (including family members) from the Room.

The Occupier must check out of the Room by 10am on the last day of the Period of Residence or earlier termination of this Licence Agreement (where relevant) and return the keys (where applicable) to the Management Team. If the Occupier fail to do so the Occupier will be liable to pay a fee to the Licensor.

The Occupier shall be responsible for obtaining and paying for any television licence required for any television and shall be responsible jointly and severally with other occupiers of the Residence for any television in the Residence.

The Occupier must notify the Management Team in advance if the Occupier is likely to be absent from the Room for more than 48 hours (such notification being important for health & safety reasons).

3. Respect For Others

The Occupier 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.

The Occupier must not use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person.

The Occupier must not bring into the Room or any part of the Property or Residence any weapons, illegal items or items which the Licensor 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.

The Occupier must not engage in any form of anti-social or reckless behaviour in the Room or any part of the Communal Areas and shall indemnify the Licensor against any claims made by any agent or employee of the Licensor or visitor arising out of any breach of the permitted use of the Room.

The Occupier must not hold parties in the Room or in or on any part of the Residence save with the express permission of the Management Team.

The Occupier 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 or radios,

televisions or other sound-producing apparatus in such a manner as to cause distraction or nuisance to other occupiers of the Residence and in particular between the hours of 10.00 p.m. and 7.00 am or such other times as the Licensor notifies.

The Occupier 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.

Residents with a disability may keep a registered assistance animal (assistance animal includes guide dogs and registered emotional support animals) 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 occupiers of the Residence and other persons in the Residence at any time.

4. Repairs, Maintenance and Alterations

The Occupier must keep the Room in a clean and tidy condition at all times.

The Occupier must not build up rubbish in the Room or in any shared or common area.

The Occupier shall only put rubbish in the bins provided by the Licensor. The Occupier must segregate rubbish and place recycled rubbish in designated recycling bin areas.

The Occupier must leave the Room in the same condition at the end of the Occupiers Period of Residence as when the Occupier found it at the beginning (fair wear and tear excluded).

The Occupier must not make any alterations to the Room (including fitting any aerial or satellite dish) or make any alterations whatsoever in the internal arrangements or external appearance of the Room.

The Occupier must not remove, alter or damage any furniture, equipment, windows, locks or curtains in the Room or in any shared or common area.

The Occupier must not drill any holes or to affix any nails, tacks, screws, drawing-pins in the windows, doors, woodwork walls, floors or ceiling of the Room. Items may be attached to the notice board in the Room with pins, blu tack and sellotape;

The Occupier must not hang any flags, banners, clothes or other items from the windows or the outside of the Room.

The Occupier must report all maintenance and repair issues to Management Team as soon as the Occupier become aware of them.

5. Safety and Security

It is the Occupiers responsibility to help ensure that the Room and the Residence are safe and secure to live in.

The Occupier must not smoke (including electronic cigarettes) in the Room or any part of the Residence.

The Occupier must not bring any cooking equipment including rice cookers and similar apparatus into the Room or the Residence that will be used in such a way as to cause a hazard unless such equipment meets EU standards. No equipment is permitted that uses a naked flame.

The Occupier must not overload electrical sockets or use unsafe electrical equipment.

The Occupier agrees to respond to all fire alarms and comply with all fire regulations and evacuation procedures.

The Occupier must not obstruct the Communal Areas or any parts of the Residence including fire escapes routes. For the avoidance of doubt no items may be left outside the Room and bicycles are not permitted within Residences.

The Occupier must 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.

The Occupier must not part with the possession of any keys or security cards provided by Licensor for the Room and the Occupier must report any loss immediately to the Management Team.

The Occupier must leave the Occupiers Room and the Residence secure at all times and the Occupier must not prop open or block locks on the door to the Occupiers Room or the Residence. The Occupier must not do anything which may increase Licensor's insurance premium for the Room or the Residence.

The Occupier must 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 to report immediately the presence of such substances or materials. The Occupier agrees to comply with the Resident's Handbook and any Nido Regulations.

The Occupier agrees to agree with all Licensor policies set out in the Resident's Handbook, any Nido Regulations including health and safety and otherwise notified to the Occupier.

While the Licensor shall be responsible for the provision of security on the Property as a whole neither Licensor nor Management Team shall be responsible for the security of the Room or Apartment. Responsibility for security of the Room and Apartment rests with the Occupier, and the Occupier shall report all security incidents to Management Team.

7. LICENSOR'S RIGHTS

1. Relocation

The Licensor reserves the right to move the Occupier to similar accommodation in any circumstances on giving the Occupier at least 7 days' notice (or less in the case of an emergency) and the Occupier acknowledges that the Occupier does not have a right of exclusive possession of the Room.

2. Alterations and Building Works

The Licensor has the right to carry out any building works, decoration, refurbishment, repairs, alterations or any other works as required to the Room and in any part of the Residence.

3. Removal and Disposal of Items

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

The Licensor may dispose of any items left in the Room or the Residence at the end of the Occupiers Period of Residence if the Occupier has not made any arrangements to collect them within 7 days.

4. Access

Upon giving the Occupier at least 24 hours' notice (except in the case of an emergency) the Licensor or its agents or work personnel may enter the Room and examine the state of repair and condition of it and may carry out repairs or renovations to the Room or any adjoining premises.

The Licensor may enter the Room without notice in an emergency situation or where a breach of discipline is suspected under the provisions of this Licence Agreement.

The Management Team on behalf of Licensor is a joint key holder of the Room with the Occupier.

8. THE OCCUPIER'S RIGHTS

1. Occupation

The Licensor grants the Occupier:

- (i) The right to occupy the Room;
- (ii) The non-exclusive use of the shared kitchen and bathroom areas serving the Room (if relevant);
- (iii) Non-exclusive use of the Communal Areas; and
- (iv) Where applicable the use of a communal gym within Residence.

9. BREACH OF AGREEMENT

1. Payment for Loss or Damage

The Occupier must pay, within 14 days of written demand, for all loss and damage suffered by the Licensor as a result of any breach of this Licence Agreement by the Occupier or any of the Occupier'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 Licensor by the Occupiers failure to vacate the Room when the Occupier should have. The Licensor will provide proof of damage, costs and any additional costs when issuing the demand.

10. SANCTIONS

If the Occupier or any of the Occupier's visitors (including a family member) breach any of the terms of this Licence Agreement and/or the Resident's Handbook and/or the Nido Regulations then action may be taken against the Occupier as follows:

1. Management Team

Management Team will investigate the alleged breach and may invite the Occupier to discuss the circumstances of the alleged breach with them. Arising out of this Management Team may:

- (a) Take no action; or
- (b) Caution the Occupier and may also give the Occupier a written warning.

2. Termination for breach

For the avoidance of doubt, it will be open to the Licensor to terminate this Licence Agreement when the Occupier has broken or not performed any of the obligations under this Licence Agreement, including but not limited to the following circumstances:

- (a) The Occupier shall fail to pay any instalment of the License Fee in accordance with the terms of this Licence Agreement;

- (b) The Occupiers status as an enrolled student of a University shall terminate or be suspended for any reason whatsoever;
- (c) The Occupier is in breach of any of his obligations under this Licence Agreement and/or the Resident's Handbook and/or the Nido Regulations;
- (d) The Occupier commits any offence or behaves in a manner which causes a nuisance to other persons or endangers the Room, Apartment or any part of the Residence;
- (e) The Occupier indulges in drunkenness or misuses drugs;
- (f) The Occupier uses the Room, Apartment or any part of the Residence for any unlawful purpose; or
- (g) The Occupier uses violent or threatening behaviour to any person in the Room, Apartment or any other part of the Residence.

The effect of such termination shall be to end this Licence Agreement but such termination shall not release the Occupier from any outstanding financial obligations.

11. TERMINATION RIGHTS

1. The Occupier's Rights

Should the Occupier cancel their booking within 24 hours of paying the Holding Deposit and having the booking confirmed, the Holding Deposit will be refunded in full.

Should the Occupier cancel their booking after 24 hours of paying the Holding Deposit and having the booking confirmed, but prior to the commencement of the Period of Residence the Holding Deposit will be refunded.

Should the Occupier terminate this Licence Agreement after the commencement of the Period of Residence the Holding Deposit shall not be refunded.

The Occupier must email cancellations@nidostudent.com if they wish to terminate this Licence Agreement prior to the end of the Period of Residence.

Should this Licence Agreement be terminated by the Occupier during their Period of Residence the Occupier will still be liable to pay the Licence Fee in full for the whole of the Period of Residence. The Occupier is responsible for finding a suitable replacement. The Licensor will use its reasonable endeavours to assist in finding a suitable replacement (acceptable to the Licensor acting reasonably) to re-licence the Room. In the event that the Occupier is able to re-licence the Room they will be entitled to receive credit for the balance of the Licence Fee paid in advance which corresponds to the Period of Residence in which the Room is re-licensed.

2. Licensor's Rights

The Licensor may terminate this Licence Agreement in any of the following circumstances:

- (a) The Occupier has failed to take up occupation of the Room.
- (b) The Occupier has failed to pay the Licence Fee and associated charges on the due dates.
- (c) The Occupier has committed a serious breach of this Licence Agreement or has persistently breached this Licence Agreement
- (d) The Occupier has been convicted of a criminal offence which Licensor regards as serious.

- (e) The Occupier has supplied information to the Licensor in connection with the Occupier's application for a Room which is false or misleading or have failed to supply information to the Licensor which it considers relevant.
- (f) The Occupier is no longer undertaking a full-time course with an educational institution.
- (g) The Occupier's Room is not habitable due to events beyond the Licensor's control (such as fire or damage) and the Licensor does not have alternative accommodation for the Occupier to occupy.
- (h) The Licensor considers it necessary to move the Occupier from the Room for the Occupiers protection or the protection of others.

In the event that the Licensor terminates this Licence Agreement (a to g above) the Occupier will not be entitled to apply for resident accommodation in the future without the consent of the Licensor which it may withhold at its sole discretion.

12. CAR PARKING

There is no car parking provided.

13. GUARANTOR

In consideration of the Licensor granting the licence created under this Licence Agreement to the Occupier, the Guarantor undertakes, as an independent and continuing obligation, to the Licensor that if the Occupier fails timeously to observe and perform any of the Occupier's obligations under this Licence then the Guarantor will:

- 1 pay to the Licensor within 10 days of receipt of a written demand any monies (including but not limited to any instalment of the Licence Fee) which are, in terms of this Licence, due by the Occupier to the Licensor but have not been paid; and
- 2 perform any of the Occupier's obligations due to have been performed by the Occupier but which have not been performed or if such obligations cannot be performed pay to the Licensor on demand any loss suffered by the Licensor as a result of the Occupier's breach; and
- 3 indemnify and keep the Licensor indemnified from and against all and any losses, costs and expenses suffered or incurred by the Licensor arising out of, or in connection with, any failure by the Occupier to observe or perform any of the Occupier's obligations under this Licence Agreement; and
- 4 pay to the Licensor within 10 days of receipt of a written demand the amount of all costs and expenses (including legal and other costs and expenses and any applicable value added tax on those costs and expenses) incurred by the Licensor in connection with (a) the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this clause 13 or any attempt to do so; and (b) any discharge or release of the guarantee in this clause 13.

The Guarantor accepts that none of the following will entitle the Guarantor to decline fully to implement its obligations under clause 13, namely:

- (i) any failure or delay by the Licensor in enforcing against the Occupier the payment of the Licence Fee or the observance or performance of the Occupier's obligations; or
- (ii) the giving of time by the Licensor to the Occupier in relation to the payment of the Licence Fee or the observance or performance of the Occupier's obligations; or
- (iii) any failure or delay by the Licensor in taking proceedings against the Occupier or any of the Occupier's assets for the payment of the Licence Fee or the observance or performance of the Occupier's obligations; or
- (iv) any variation or modification of this Licence Agreement, the Resident's Handbook and/or the Nido Regulations whether or not the Guarantor was a party to such variation or modification; or
- (v) the death of the Occupier; or

- (vi) the termination of this Licence; or
- (vii) any other act, omission, matter or thing as a result of which (but for this clause 13) the Guarantor would be exonerated (in whole or in part) from its obligations under this clause 13.

The Guarantor accepts that the guarantee in this clause 13 shall be in addition to and independent of any security held by the Licensor from time to time in respect of the discharge and performance of the Occupier's obligations under this Licence Agreement.

The Guarantor accepts that the rights of the Licensor under clause 13 shall also benefit, and be enforceable by, all successors to the interest of the Licensor under this Licence Agreement.

If the Licensor recovers any sums from the Guarantor under the guarantee in this clause 13 and subsequently recovers from the Occupier any sum in respect of the same liability then the Licensor will pay to the Guarantor the sum recovered from the Occupier up to the amount paid by the Guarantor within one month or recovery of same from the Occupier.

The Guarantor must notify the Licensor of any changes in the Guarantor's postal address, telephone number and email address.

In the event that the Guarantor does not validly execute this Licence Agreement then, at the absolute discretion of the Licensor, the Licence Agreement will still subsist between the Licensor and the Occupier.

14. GENERAL

1. Entire Licence Agreement

This Licence Agreement shall constitute the whole of the terms agreed between the parties in respect of the subject matter of this Licence Agreement provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

2. Severability

If any provision of this Licence Agreement is held to be illegal or unenforceable then the remainder of the Licence Agreement shall be unaffected.

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.

4. Communications and Notices

All communications and notices relating to this Licence Agreement will be sent to the Occupiers Licensor email address.

5. Sale by Licensor

The Licensor may transfer its rights and obligations under this Licence Agreement to:

- (a) A purchaser of the Residence; or
- (b) Any affiliate of the said purchaser and an affiliate of a purchaser, for the purposes of this clause, means any person which such purchaser has, directly or indirectly, ownership of half or more of the voting capital or similar right of ownership or the legal right to control its

general management and policies, or a person who has or entity which has, directly or indirectly, such ownership or control in the said purchaser,

by written notice to the Occupier signed on behalf of Licensor and the transferee. This Licence Agreement will then stand novated as stated in the notice, and all of the Licensor's past, present, and future rights and obligations under this Licence Agreement (or, if otherwise stated in the notice, such of them as are so stated) will stand transferred to that transferee with effect from the date stated in the notice.

7. Governing Law and Jurisdiction

This Licence 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.

15. COMPLETION OF AGREEMENT

15.1. Declarations by the Occupier.

The signature of the Occupier below confirms the following:

- (a) That the Occupier has not knowingly or carelessly given false or materially misleading information to THE Licensor in connection with the obtaining of this Licence Agreement; and
- (b) That the Occupier made a full and true disclosure of all information sought by the Licensor in connection with the grant of this Licence Agreement.

If the Occupier deliberately give false information in order to obtain the grant of this Licence Agreement this will constitute a material breach allowing the Licensor to end the Licence Agreement.

15.2. The signatures of the Occupier and Licensor and by the Guarantor (if relevant) below acknowledge that the parties have read an understood this agreement and agree to the Licence Agreement of the accommodation on the terms and conditions contained in this Licence Agreement.

Signed for Licensor

Name

Signature

Date

Witness

Name

Signature

Date

Address of witness

.....

Signed by The Occupier

Name

Signature

Date and Time

Witness

Name

Signature

Date

Address of witness

.....

Signed by The Guarantor (if relevant)

Name

Signature

Date and Time

Witness

Name

Signature

Date

Address of witness

.....

