

LICENCE TO RESIDE dated <<TODAY>>

BETWEEN

<<LEGAENTITY_NAME>>
whose registered office <<LEGAENTITY_ADDRS>>, registered company number
<<COMMREGNUM>> ("**Licensor**");
with Fresh Property Group Ireland Limited whose registered office is at One Spencer Dock
North Wall Quay Dublin 1 ("**Residence Management**") and

<<prfirstname>> <<prlastname>> of <<Prospect_AddrS>> of the second part ("**You**").

<<PROSPECT_GUARNAME1>> of <<PROSPECT_GUARADDRS1>> of the third part
("**Guarantor**").

IT IS AGREED AS FOLLOWS:

DEFINITIONS

"Communal Areas"	means all stairs, corridors, landings, gardens, balconies, grounds, social spaces entrance halls, launderettes, gym and reception areas and other communal areas within the Residence;																
"Deposit"	means the Deposit referred to in this 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 Fee"	means:																
	a) the sum of € <<STU_INSTALLMENTTOTAL>> (for <<Stu_TermWEEKS>> weeks); and																
	b) A sum of the weekly rent will be a contribution by You toward utility costs subject to clause 6.1.2 (referred to in this Agreement as the "Utility Contribution").																
	b.1 Academic year 2024 – 2025 contribution of €10																
	b.2 Academic year 2025 – 2026 contribution of €15																
	Both sums at (a) and (b) above collectively referred to in this Agreement as the "Licence Fee" and payable as per the below schedule:																
	<table><tr><td>Instalment</td><td>Instalment due date</td><td>Instalment amount €</td></tr><tr><td><<Stu_InstallmentName1>></td><td><<Stu_InstallmentDueDate1>></td><td><<Stu_INSTALLMENTAMOUNT1>></td></tr><tr><td><<Stu_InstallmentName2>></td><td><<Stu_InstallmentDueDate2>></td><td><<Stu_INSTALLMENTAMOUNT2>></td></tr><tr><td><<Stu_InstallmentName3>></td><td><<Stu_InstallmentDueDate3>></td><td><<Stu_INSTALLMENTAMOUNT3>></td></tr><tr><td><<Stu_InstallmentName4>></td><td><<Stu_InstallmentDueDate</td><td><<Stu_INSTALLMENTAM</td></tr></table>			Instalment	Instalment due date	Instalment amount €	<<Stu_InstallmentName1>>	<<Stu_InstallmentDueDate1>>	<<Stu_INSTALLMENTAMOUNT1>>	<<Stu_InstallmentName2>>	<<Stu_InstallmentDueDate2>>	<<Stu_INSTALLMENTAMOUNT2>>	<<Stu_InstallmentName3>>	<<Stu_InstallmentDueDate3>>	<<Stu_INSTALLMENTAMOUNT3>>	<<Stu_InstallmentName4>>	<<Stu_InstallmentDueDate
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	<<Stu_InstallmentName5>>	<<Stu_InstallmentDueDate5>>	<<Stu_INSTALLMENTAMOUNT5>>
	<<Stu_InstallmentName6>>	<<Stu_InstallmentDueDate6>>	<<Stu_INSTALLMENTAMOUNT6>>
	<<Stu_InstallmentName7>>	<<Stu_InstallmentDueDate7>>	<<Stu_INSTALLMENTAMOUNT7>>
	<<Stu_InstallmentName8>>	<<Stu_InstallmentDueDate8>>	<<Stu_INSTALLMENTAMOUNT8>>
	<<Stu_InstallmentName9>>	<<Stu_InstallmentDueDate9>>	<<Stu_INSTALLMENTAMOUNT9>>
			Total: £ <<STU_INSTALLMENTTOTAL>>
"Period of Residence"	shall be the period commencing on the <<PRLEASEFROM>> and expiring on <<PRLEASETO>> (for <<Stu_TermWEEKS>> weeks)		
"Residence"	means <<BUILDINGADDRESS>> within which the Room is located;		
"Residence Management"	means Fresh Property Group employees and contractors		
"Residence Regulations"	means the regulations governing the Residence which are set out in the Resident Handbook for the Residence and available in the reception area of a Residence;		
"Room"	The <<STU_FPG_ROOMDESC>> room allocated to You and where applicable the ensued bathroom serving the Room;		

2. ACCEPTING THIS AGREEMENT

- 2.1** This Agreement is a licence and not a tenancy. This means You have a right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that the Licensor has the right to:
- 2.1.1** Enter the Room at any time for any reason as referred to in this Agreement;
 - 2.1.2** Require You to move to a different room as referred to in this Agreement; and
 - 2.1.3** Where your Room is of a shared type the Licensor requires You to share it with another person.
- 2.2** By accepting this Agreement You are entering into a legally binding contract with the Licensor, which for the Period of Residence and subject to the terms of this Agreement, gives You the right to live in the Room and to use the Communal Areas. However, if You breach any of the terms of this Agreement the Licensor shall be entitled to take action against You.
- 2.3** By entering into this Agreement the Guarantor is jointly and severally liable with You for the fulfilment of all obligations under this Agreement and agrees that the Licensor and/or Residence Management, in the enforcement of its rights hereunder, may proceed against the Guarantor as if the Guarantor was named as You in this Agreement.
- 2.4** By entering into this Agreement you confirm that you are 18 or older at the commencement of the Period of Residence. If you are under 18 you must involve a parent or guardian when making a booking of a Room and entering into this Agreement and the Guarantor joins in this Agreement to confirm that it shall at all times during the Period of Residence jointly and severally with You duly perform and observe all the obligations on the part of You contained in this Agreement (including but not limited to payment of the Licence Fee and all other sums payable under this Agreement).
- 2.5** If You are under the age of 18 years by accepting this Agreement you and your parents or guardians acknowledge and accept that You will most likely be sharing accommodation with students over the age of 18 years. To the fullest extent permitted by law, the Licensor and Residence Management hereby restrict, modify and exclude our statutory and common duty of care to those students who have not attained the age of 18 years to the extent that their status as minors at law would or might increase our statutory or common duty of care to them.
- 2.6** If any term or provision in this 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.
- 2.7** Fresh Property Group Ireland Limited is the authorised Managing Agent of the Licensor to act on the Licensor's behalf during the period of the license to reside. It shall also include such other persons as during the terms of the license are identified by the Licensor as acting on his behalf.

3. ENQUIRIES

If there is anything You do not understand about this Agreement or your accommodation or if You have any other queries please contact Residence Management at <<BUILDINGADDRESS>>.

4. DEPOSIT

4.1 In order to secure booking of the Room You have paid the Residence Management the Deposit in the sum of € <<Z_10807867_DEPINS>>

4.2 Once the Period of Residence starts the Deposit is held by Residence Management as a security deposit to act as credit against any Licence Fee arrears, bills owing or damage beyond normal wear and tear at the end of the Period of Residence or its earlier termination and the Licensor is entitled to apply the deposit against these items.

4.3 You must pay a Utility Contribution to the Residence Management. The Utility Contribution is payable in advance alongside your Licence Fee. The sum of the Utility Contribution is:

- a. Academic year 2024 – 2025 €10 per week
- b. Academic year 2025 – 2026 € 15 per week

4.4 You must pay the Utility Contribution either in full, or in two or eight instalments on the due dates in accordance with the terms and conditions of this Agreement and the Payment Schedule.

4.5 The Utility Contribution is a contribution towards utilities including electricity, gas, heating, hot water and internet

5. THE LICENSOR'S RESPONSIBILITIES

5.1 The Licensor will use its reasonable endeavours to:

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

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

5.1.3 To ensure that the laundry facilities are available and in good working repair.

5.2 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); and

5.3 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. YOUR RESPONSIBILITIES

6.1 Payment Obligations

- 6.1.1** You must pay the Licence Fee and associated charges (including the Utility Contribution) in full on the due dates as per the payment schedule in the definitions section above in accordance with the terms and conditions and this Agreement.
- 6.1.2** The Utility Contribution (being a portion of the Licence Fee payable by You) is subject to review and amendment by the Licensor during Your Period of Residence having regard to prevailing utility costs from time to time and the payment schedule in the definitions section above may be updated accordingly in this regard.
- 6.1.3** For illustration purposes only, the below table sets out an example of the breakdown of the payment schedule for the Licence Fee based on a 41 week, 8 instalment booking with a weekly rate of €320 (including the Utility Contribution):

		(EUR) For illustration purposes only		
Instalment	Instalment due date	Example portion of Rent	Example portion of Utility Contribution	Example Total Amount payable on Instalment due date
Instalment 1	01/08/2025	1860	70	1920
Instalment 2	09/10/2025	1550	50	1600
Instalment 3	09/11/2025	1550	50	1600
Instalment 4	09/12/2025	1550	50	1600
Instalment 5	09/01/2026	1550	50	1600
Instalment 6	09/02/2026	1550	50	1600
Instalment 7	09/03/2026	1550	50	1600
Instalment 8	09/04/2026	1550	50	1600
TOTAL		12710	420	13120

- 6.1.4** Your obligation to pay the Licence Fee (including the Utility Contribution) applies whether or not You move into the Room and irrespective of your course dates.
- 6.1.5** The Licensor reserves the right to charge You a reasonable fee to cover its administrative expenses should it have to pursue You for payment.

6.2 Use of the Room

6.2.1 You may only use the Room as a temporary residence for your personal use and unless specifically authorised by the Licensor, 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.

6.2.2 You must maintain the status of a registered student with the Licensor for the whole of the Period of Residence.

6.2.3 You are responsible for the behaviour of any visitor (including any family member) and You must ensure they comply with the terms of this Agreement and the Anti Social Behaviour Policy. If they do not You will be held liable. You are permitted to have guests staying over for a maximum of 3 consecutive nights. You must ensure that your Guest complies with the terms and conditions of the Policy and must be present with any guests at all times.

The Licensor may remove or exclude any visitors (including family members) from the Room at their discretion and in accordance with this agreement.

6.2.4 You must check out of the Room at the end of the Period of Residence or earlier termination of this Agreement (where relevant) and return the keys (where applicable) to Residence Management. If You fail to do so you will be liable to pay a fee to the Licensor.

The Licensor will inspect the room following the expiration of the agreement and is entitled to recover the cost of any damage beyond normal wear and tear either through the deposit or if necessary through the legal system.

6.2.5 You must remove all possessions (including any furniture) and all rubbish from the Room / Residence at the end of the Period of Residence. If any such possessions are left at the Room / Residence after this date, You will be responsible for meeting all reasonable removal and storage charges.

6.2.6 The Residence Management will remove and store possessions for two weeks (other than perishable items which will be disposed of immediately) and will take reasonable steps to notify You. If the items are not collected within one month, the Residence Management may dispose of the items and You will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

6.2.7 During your Period of Residence, You will have basic contents insurance cover provided. It is your responsibility to check what this includes and take additional cover if needed

6.3 Respect For Others

6.3.1 You agree 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.

6.3.2 You 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.

6.3.3 You must not bring into the Room or any part of the 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.

6.3.4 You 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.

6.3.5 You must not hold parties in the Room or in or on any part of the Residence save with the express permission of the Residence Management.

6.3.6 You 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 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 11.00 p.m. and 8.00 am or such other times as the Licensor notifies.

6.3.7 You must not keep an animal at the Room or the Residence save for a registered Assistance dog as provided for in the next paragraph.

6.3.8 Students with a disability or a certified condition may keep a registered assistance dog with them at the Room and the Residence where the need for the dog has been certified by a registered recognised medical professional. The student will be responsible for the care of the dog and must ensure that the dog 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.

6.3.9 A breach of any of the terms listed under 6.3 will be considered as anti-social behaviour for the purposes of the Residential Tenancies Board and the Licensor reserves the right to terminate this agreement if a breach of these terms occurs.

6.4 Repairs, Maintenance and Alterations

6.4.1 You must keep the Room in a clean and tidy condition at all times.

6.4.2 You must not build up rubbish in the Room

6.4.3 You shall only put rubbish in the bins provided by the Residence Management.

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

6.4.5 You 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.

6.4.6 You must not remove, alter or damage any furniture, equipment, windows, locks or curtains in the Room.

6.4.7 You 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.

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

6.4.9 You must report all maintenance and repair issues to Residence Management as soon as You become aware of them.

6.4.10 You must not flush sanitary items or wipes down the toilet;

6.4.11 You must not pour oil or grease down the drains nor do anything else likely to block or harm the drains;

6.5 Safety and Security

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

6.5.2 You must not smoke or vape in the Room or any part of the Residence.

6.5.3 You must not bring any cooking equipment into the Room or the Residence that will be used in such a way as to cause a hazard.

6.5.4 You must not overload electrical sockets or use unsafe electrical equipment.

6.5.5 You agree to respond to all fire alarms and comply with all fire regulations and evacuation procedures.

6.5.6 You 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.

6.5.7 E bikes and E Scooters will not be permitted, except in the areas designated for these items by the Residence Management.

6.5.8 You 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.

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

6.5.10 You must leave your Room and the Residence secure at all times and you must not prop open or block locks on the door to your Room or the Residence. You must not do anything which may increase the Licensor insurance premium for the Room or the Residence.

6.5.11 You must not store or keep or permit to be kept in the Room or in any part of the Residence any dangerous, combustible or unlawful substances or materials whatsoever and to report immediately the presence of such substances or materials. You agree to comply with the Residence Regulations.

6.5.12 You acknowledge and agree to comply with all the Licensor policies and guidelines including its policies on rent arrears and anti-social behaviour.

6.5.13 While the Licensor shall be responsible for the provision of security at the Residence as a whole neither the Licensor nor Residence Management shall be responsible for the security of the Room or apartment where the Room is located in an apartment. Responsibility for security of the Room rests with You and You shall report all security incidents to Residence Management.

6.5.14 A breach of any of the terms listed under 6.4 and 6.5 will be considered as anti-social behavior for the purposes of the Residential Tenancies Board and the Licensor reserves the right to terminate this agreement if a breach of these terms occur.

6.5.15 The Policy on Anti-Social Behaviour is available in the FAQ's of the Residence Management website <https://www.thisisfresh.com/student/faqs>

6.6 Residents Handbook

6.6.1 You must abide by the provisions of the Resident Handbook and which you acknowledge and confirm the contents by entering into this Agreement.

6.7 The Environment

6.7.1 The Tenant will endeavour to not adversely affect the environmental performance of the building and will endeavour to minimise their impact by:

- (a) Utilising the equipment in the way it was designed;
- (b) Following the "Sustainable Living Guide" available on the Residence Management website <https://www.thisisfresh.com/student/faqs>;
- (c) Following the waste management procedure (waste segregation and recycling provisions) implemented in the building;
- (d) Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

7. THE LICENSOR'S RIGHTS

7.1 Relocation

The Licensor reserves the right to move You to similar accommodation in any circumstances on giving You at least 7 days notice and You acknowledge that You do not have a right of exclusive possession of the Room.

7.2 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.

7.3 Removal and Disposal of Items

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

7.3.2 Residence Management may dispose of any items left in the Room or the Residence at the end of your Period of Residence.

7.4 Access

7.4.1 Upon giving You at least 24 hours notice the Licensor, Residence Management 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.

7.4.2 The Licensor and/or Residence Management 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 or under the provisions of the Student Code.

7.4.3 The Residence Management on behalf of the Licensor is a joint key holder of the Room with You.

8. YOUR RIGHTS

Occupation

The Licensor grants You:

8.1 The right to occupy the Room;

8.2 The non-exclusive use of the shared kitchen/living area ; and

8.3 Non-exclusive use of the Communal Areas.

9. BREACH OF AGREEMENT

Payment for Loss or Damage

You must pay for all loss and damage suffered by the Licensor as a result of any breach of this Agreement by You or any of your 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 your failure to vacate the Room when You should have.

10. SANCTIONS

If you or any of your visitors (including a family member) breach any of the terms of this Agreement then action may be taken against You as follows:

Residence Management will investigate the alleged breach and may invite You to discuss the circumstances of the alleged breach with them. Arising out of this Residence Management may take the steps as indicated in the Anti-Social Behaviour Policy

11. TERMINATION RIGHTS

11.1 Your Rights

11.1.1 If this agreement terminates at the end of your selected Period of Residence you will be refunded 100% of your Deposit. This refund is subject to your Room not being damaged, being left in a clean and tidy condition and there being no fines levied in connection with this Agreement.

11.1.2 Refund of your Deposit is subject to payment of the Licence Fee and associated charges (including payment of the Utility Contribution) being up to date. The Licensor shall be entitled to use your Deposit as credit against any costs it incurs for cleaning, repair and replacement of damaged items and against settlement of any monies owed by You to the Licensor.

11.1.3 During the period from 1 May to 1 October, subject to giving the minimum statutory notice period and serving a valid Notice of Termination, the tenant may terminate the agreement.

11.2 THE LICENSOR'S RIGHTS

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

11.2.1 You have failed to take up occupation of the Room.

11.2.2 You have failed to pay the Licence Fee and associated charges (including the Utility Contribution) on the due dates.

11.2.3 You have committed a serious breach of this Agreement or have persistently breached the terms and condition of this Agreement and the Licensor has followed the procedures followed in the Resident Handbook. You have been convicted of a criminal offence which the Licensor regards as serious.

11.2.4 You have supplied information to the Licensor in connection with your application for a Room which is false or misleading or have failed to supply information to the Licensor which it considers relevant.

11.2.5 Your 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 you to occupy.

11.2.6 The Licensor considers it necessary to move You from the Room for your protection or the protection of others.

In the event that the Licensor terminates this Agreement 11.2.1 to 6 above, You will not be entitled to apply for student accommodation in the future without the consent of the Licensor which it may withhold at its sole discretion.

12. COMPLAINTS

If you are unhappy with any decision the Licensor and/or Residence Management has made or You feel that it has failed to fulfil its obligations to You in connection with this Agreement You should in the first instance raise your concerns with Residence Management. If you feel You have not resolved the matter, You should bring a Complaint under the Residence Complaints Procedure available on the Residence Management website

13. GENERAL

13.1 Entire Agreement

This Agreement 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.

13.2 Severability

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

13.3 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.

13.4 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. If any force majeure is relied on for longer than 60 days by either party under this clause the other shall be entitled to terminate this Agreement forthwith on written notice.

13.5 Communications and Notices

All communications and notices relating to this Licence Agreement will be sent to your Residence Management email address.

13.6 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.

13.7 This agreement may be executed in separate counterparts if the licensor so choose.

Signed by the following parties:

Licensor

Signature

Full Name

<<LEGALENTITY_NAME>>

Address

<<LEGALENTITY_ADDRS>>

Date

Licensee 1 (You)

Signature

Full Name

<<PrFirstname>> <<prlastname>>

Address

<<Prospect_AddrM>>

Date

Licensee 2 (Guarantor)

Signature

Full Name

<<PROSPECT_GUARNAME1>>

Address

<<Prospect_GuarAddrM1>>

Date
