

LETTING AGREEMENT

DATE

PARTIES

1. Landlord **National College of Ireland**

2. The Tenant _____ ****Please sign****

3. The Guarantor _____ ****Please sign****

**Please read all pages
and sign pages 1, 2, 7 & 8 (Tenant & Guarantor)**

LETTING AGREEMENT dated _____ day of _____, 2019

BETWEEN:-

(1) "THE LANDLORD" (includes the Landlords authorised agent) the National College of Ireland having its registered office at Mayor Street, IFSC, Dublin 1

"THE TENANT": _____
of _____

AND

"THE GUARANTOR": _____
of _____

(2) "THE PROPERTY": Bedroom No. _____ ("Room") in apartment No. _____ ("apartment") National College of Ireland ("College"), Docklands Campus in the City of Dublin with all Landlord's fixtures and fittings together with the use in common with other tenants of the apartment of the living accommodation, kitchen facilities, toilet facilities and all other shared areas within the apartment and the use in common with all other authorised persons of all common areas at the Campus Accommodation.

(b) "THE CAMPUS": means the NCI Docklands Campus in the City of Dublin.

(c) "THE TERM":

7th September 2019 – 6th June 2020

(d) "THE TERM COMMENCEMENT DATE"

7th September 2019

(e) "RENT"

€7,700.00 per academic year 2019/ 2020

This is payable by booking fee of €400 and two instalments. First instalment of €3,850 and second instalment of €3,450.00 by on-line application, cheque, credit card, banker's draft, payable to National College of Ireland (who are acting as agent for the Landlord), Accommodation Office, National College of Ireland, Mayor Street, International Financial Services Centre, Dublin 1.

7th September 2019 – 6th June 2020:

Total Charge €7,700.00

Booking fee of €400 (non-refundable, will be deducted from the total charge)

- 1. First payment of €3,850 must be received on or before the 10th of July 2019.**
- 2. Second payment of €3,450 must be received on or before the 20th of November 2019.**

(f) Booking Fee:
€400.00

(g) Utilities Allowance:

The total accommodation charge, includes an electricity fair usage policy. You are entitled to use electricity for heat, light and cooking limited to an average expenditure representing an amount that is considered to be fair and reasonable (based on cost for a normal student's usage of electricity which has been calculated across two years of historical residential use).

(3) THE LETTING

- (a) In consideration of the Rent payable hereunder, the Landlord agrees to grant and the Tenant agrees to take a lease of the Property for the Term subject to the covenants and conditions herein contained.
- (b) If the Tenant be in material breach of any of the covenants or conditions herein contained, the Landlord will be entitled to terminate this Lease on the provision of 14 days prior written notice without prejudice to any other rights accruing in favour of the Landlord or the Tenant hereunder.
- (c) The Landlord may decide in its reasonable discretion to impose a fine/levy in such amounts as it shall decide in the instance of a serious breach of covenant where it feels termination is not required. For the purposes of this Clause the representative of the Landlord shall be the person duly authorised on behalf of the Landlord to impose such a fine.
- (d) The Landlord is entitled during the term of this Lease from time to time to relocate the Tenant to alternate accommodation if it so requires within the Campus in lieu of the Property and the Tenant specifically agrees to same.

COVENANTS AND CONDITIONS

(4) DEFINITIONS AND INTERPRETATION

In this Agreement:-

- 4.1 **THE LANDLORD** includes its successors, assigns and its appointed agents.
- 4.2 **THE TENANT** means the Tenant only.
- 4.3 **INTEREST** means 16%.
- 4.4 **RIGHT** given to the Landlord to enter the Property extends to anyone the Landlord authorizes in writing to enter, and includes the right to bring workmen and appliances onto the property for the stated purpose.

(5) THE TENANT AGREES WITH THE LANDLORD:-

- 5.1 To pay the Rent promptly at the times and in the manner specified on the date of this Agreement.
- 5.2 To pay Interest on any Rent outstanding for more than seven days after it falls due.
- 5.3 To pay to the Landlord the booking fee on the execution hereof to protect the Landlord against the Tenant's failure to pay the Rent or comply with any of the terms of this Agreement.
- 5.4 To pay the stamp duty charged on the original and counterpart of this agreement (if any).
- 5.5 Not to reduce any payment of Rent by making deductions from it or by setting any sum off against it.
- 5.6 To take good care of the Property and the apartment and the furniture and equipment therein and to keep them all clean and tidy and in good repair and not to do or allow anyone else to do any damage to them and to replace such of the furniture and equipment as may be destroyed, broken or damaged beyond repair with other articles or equal value but any with such furniture or equipment that is to the Landlord's satisfaction.
- 5.7 To notify the Landlord of any broken glass in the windows of the Property and to pay the cost of such replacement if so required by the Landlord.
- 5.8 To report promptly in writing to the Landlord all defects in the Property, which is the Landlord's duty to repair.

- 5.9 To allow the Landlord at all reasonable times, to enter the Property to inspect its condition or to carry out repairs, decoration or renovations which the Landlord at its sole discretion, deems appropriate to keep the Property/apartment in good order. The Tenant shall co-operate fully with the Landlord's requirements in this regard.
- 5.10 Upon receiving notice in writing from the Landlord, to allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring property, or any sewers, drains, pipes, wires or cables serving other parts of the Campus.
- 5.11 Not to alter the Property in any way nor add to it (and this includes any wiring or cabling) nor to allow anyone else to do so, nor to erect any television or radio aerial or satellite dish there.
- 5.12 Not to act in a way, which will, or may, result in the insurance on the Property or the building in which the Property is a part being rendered void or voidable, or in the premium for it being increased, nor to allow anyone else to do so.
- 5.13 To use the Property as a residence only for the named Tenant and no other.
- 5.14 Not to use the Property, or any part of it, nor allow anyone else to do so for activities which are dangerous, offensive, noxious, noisome, illegal, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property.
- 5.15 To keep the hall, passages and staircase (if any) leading to the Property free from obstruction and in particular not to place any bicycles or other obstruction therein. Bicycles are not permitted inside the building.
- 5.16 Not to keep any pets in the Property.
- 5.17 Not to hang any washing out of the windows of the Property.
- 5.18 Not to allow anything to obstruct the drainage system.
- 5.19 Not to display any notice or advertisement either on the inside of the Property or visible from outside it.
- 5.20 To comply with all regulations made from time to time by the Landlord for regulation of the Campus and in particular to comply with all of the CONDITIONS OF OCCUPANCY AND RESIDENTIAL CHARGES FOR STUDENT RESIDENCES IN NATIONAL COLLEGE OF IRELAND 2019/ 2020 a copy of which is attached hereto/has been furnished to the Tenant and signed by it. The Tenant is deemed specifically aware of its contents.
- 5.21 To give the Landlord promptly a copy of any notice received concerning the Property.
- 5.22 Not to assign, sublet, share or part with the possession of the whole or any part of the Property whatsoever.
- 5.23 On expiration or earlier termination of the tenancy, to return possession of the Property to the Landlord leaving the Property in good order and repair and clear and free from rubbish having removed all personal belongings there from not later than 12 noon on the day of departure.
- 5.24 To pay all expenses which the Landlord reasonably incurs in:-
 - 5.24.1 The recovery or attempted recovery of arrears of Rent or other sums payable under this Agreement;
 - 5.24.2 Procuring that any failure by the Tenant to comply with this Agreement is remedied.
- 5.25 Not to do or omit to do anything to cause any services to the Property to be disconnected.
- 5.26 To be bound by the rules and regulations and in particular all Fire Safety Regulations for the safe and orderly management of the Property and the Campus as may from time to time be

made such rules and regulations being at all times available on request from the Accommodation Office.

- 5.27 Not to share possession of the Property or any part thereof with any other person.
- 5.28 To keep all furniture fixtures and fittings in the Property in good and proper repair.
- 5.29 Not to throw, or permit to be thrown, dirt, rubbish, rags or other refuse on the Property or any part of the Campus or in or on any part of the building in which the Property is situated and at all times to make use of a central refuse area provided by the Landlord.
- 5.30 Under no circumstances to part with the possession of any keys to the Property or apartment, or any security card furnished for the purposes of gaining access to the Property or apartment, to a third party. To report any loss thereof immediately and to indemnify the Landlord in respect of any replacement costs.
- 5.31 Not to hang or permit to be hung any article in the Property by nails, tacks screws, drawing pins, or by any other method or in the windows or on the doors.
- 5.32 Not to store, keep or permit to be kept in or on the Property or apartment any dangerous combustible or unlawful substance or materials whatsoever.
- 5.33 To take all reasonable steps to ensure that any of the covenants and conditions herein and contained in the Conditions of Occupancy and any rules and regulations and general safety regulations in relation to the Property within the Campus are complied with. Any breach thereof should be brought to the immediate attention of the Landlord.

(6) THE LANDLORD AGREES WITH THE TENANT:-

- 6.1 To allow the Tenant to occupy the Property and peaceably enjoy same, so long as this Agreement continues and the Tenant complies with its terms.
- 6.2 On expiry or after termination of this Agreement, to repay the Security Deposit to the Tenant without interest after deducting all sums due to the Landlord under the terms of this Agreement (including the Conditions of Occupancy).
- 6.3 To deduct from the Security / Damage Deposit an insurance premium for insurance policy for the Landlords in respect of the Tenants personal belongings kept in or on the Property or in or on the Campus.

(7) THE PARTIES AGREE:-

- 7.1 Whenever the Tenant:
 - i. is seven days late in paying any Rent, even if it was not formally demanded;
 - ii. has not complied with any obligation in this Lease or in the Conditions of Occupancy or any rules and regulations in place in respect of the College;
 - iii. becomes bankrupt or makes any arrangement or composition with his creditors;
 - iv. allows the sheriff to seize the Tenant's goods on the Property;
 - v. is deemed no longer a student of a certified college or university as per S50 Finance Act 1999.

The Landlord may terminate this tenancy. They must first give the Tenant not less than **14 days** written notice ending on any day. This tenancy shall end on that day but this will not cancel any outstanding obligations, which the Tenant owes the Landlord hereunder.

- 7.2 Any notice required to be given to the Tenant under this Agreement shall be duly served if delivered by hand and left at the Property.

- 7.3 Any notice required be given to the Landlord under this agreement shall be duly served if delivered by hand or sent by registered post addressed to the Landlord at the address given above.
- 7.4 The Guarantor in consideration of the Landlord granting the within Lease, hereby covenants with the Landlord that the Tenant will pay the Rent and all other sums payable hereunder and perform all the covenants and conditions herein contained. The Guarantor will pay and make good to the Landlord on demand all or any losses, damages, costs, expenses or fines incurred by any failure by the Tenant to comply with any obligations in this Agreement (including the Conditions of Occupancy).
- 7.5 The Landlord is operating/managing student accommodation at the National College of Ireland and may from time to time need to re-locate the Tenant in accordance with its management of that accommodation and the Tenants attention is specifically drawn to this. The Landlord shall endeavour to provide reasonable notice of such relocation, which shall at all times be within the Campus.
- 7.6 In the event that the Tenancy herein should continue beyond the Term, it shall be deemed to be a tenancy at will terminable on 7 days prior written notice.

SIGNED by and authorised signatory for and on behalf of

The National College of Ireland

Bertie Kelly
Commercial Manager

SIGNED by the **Tenant**

PLEASE INSERT SIGNATURE (TENANT)

SIGNED by the **Guarantor**

PLEASE INSERT SIGNATURE (GUARANTOR)

**THIS PAGE MUST BE SIGNED AS ACCEPTANCE OF THE
CONDITIONS OF OCCUPANCY**

Section Eight of the Conditions of Occupancy

I confirm that I have read and agree to accept the Conditions of Occupancy in the event that I am allocated a room. I have signed the Letting Agreement in the event that I am allocated a room.

Signed: _____ Signed by Resident

Date: _____