**Tenancy Agreement**

**House No: \_\_\_/ Apt No:\_\_\_\_**

**Courtyard Student Village,**

**Bru Na Gruadan,**

**Castletroy,**

**Limerick**

PLEASE READ THE ATTACHED DOCUMENT CAREFULLY BEFORE SIGNING, TO ENSURE YOU UNDERSTAND ALL THE ATTACHED CONDITIONS AND RIGHTS.

**WHEN SIGNED, IT FORMS THE BASIS OF A LEGALLY BINDING CONTRACT BETWEEN BRU NA GRUADAN LETTINGS AND ALL STUDENTS, AS EVIDENCED BY THE ENCLOSED SIGNATURES.**

**IF THE LANDLORD DECIDES TO SELL THE PROPERTY DURING THE TERM OF THIS LEASE, THEN THE NOTICE CONDITIONS UNDER THE RESIDENTIAL PROPERTIES ACT 2004 SHALL APPLY.**

**MEMORANDUM OF AGREEMENT** made on the **1stof September 2015**

BETWEEN **Bru Na Gruadan Lettings , contact no. 087-6833790,**

##### AND THE PERSONS WHOSE NAMES AND ADDRESSES ARE SPECIFIED BELOW

**1.\*Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Room 1)**

 **PPS Number: ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­**

**Duration of Stay: Full academic year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **One semester only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Deposit paid: €\_\_\_\_\_\_\_**

 **Rent paid : €\_\_\_\_ per week\_\_\_\_\_\_**

 **\*Name: Parent/ Guardian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\*Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2.\*Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Room 2)**

 **PPS Number: ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­**

**Duration of Stay: Full academic year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **One semester only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Deposit paid: €\_\_\_\_\_\_\_**

 **Rent paid : €\_\_\_\_\_\_\_\_**

**\*Name: Parent/ Guardian:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\*Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3.\*Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Room 3)**

 **PPS Number: ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­**

**Duration of Stay: Full academic year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **One semester only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Deposit paid: €\_\_\_\_\_\_\_**

 **Rent paid : €\_\_\_\_\_\_\_\_**

**\*Name: Parent/ Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4.\*Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Room 4)**

 **PPS Number: ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­**

**Duration of Stay: Full academic year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **One semester only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Deposit paid: €\_\_\_\_\_\_\_**

 **Rent paid : €\_\_\_\_\_\_\_\_**

**\*Name: Parent/ Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5.\*Name of Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Room 5)**

 **PPS Number: ­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­**

**Duration of Stay: Full academic year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **One semester only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Deposit paid: €\_\_\_\_\_\_\_**

 **Rent paid : €\_\_\_\_\_\_\_\_**

**\*Name: Parent/ Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Tenant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DEPOSITS:**

Rent Deposit €200 payable on application.

Deposit for ESB/Heat €400 payable by 22nd August 2014.

Utilities- A non-refundable €400 is payable to cover all utilities including (wi-fi, security, refuse, tv- licence and maintenance) payable by the 22nd of August 2015.

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**Refund of utility deposit:**

The utility costs are fixed and non refundable they are used up while you stay here..

**Refund of Rent deposit:**

The rent deposit is refunded in full less a sanitation fee if required and also less money owing for ESB/ Gas if deposit held does not cover.

**IF A STUDENT LEAVES FULL DEPOSITS/ RENT PAID IS ONLY REFUNDED IF A STUDENT REPLACES THEMSELVES, OTHERWISE THIS MONEY IS FORFITTED.**

**CONDITIONS OF TENANCY:**

**A:**

1)The occupant/occupants of the property are solely responsible for any damage caused to the property during the period of the lease.

I) Parties are not allowed in the property at any time. Failure by any occupant to comply will result in a verbal and written warning to the occupant/occupants concerned and a fine of up to €200 on the occupant(s) responsible.

2) Consumption of alcoholic drinks /drugs in the public areas of the Courtyard Student Village is not allowed. Failure to comply will result in a verbal/written warning to the occupant and a fine of up to €200 on the occupant responsible.

3) Playing of music so loudly that it can be heard in neighbouring houses is forbidden. Failure by any occupant to comply will result in a verbal and written warning to the occupant concerned and a fine of up €200 on the occupant concerned.

4) Smoking is allowed in the property only with the consent of all occupants. Properties in which smoking takes place normally incur additional cleaning costs, which will be deducted from the deposit.

5) Occupants of properties with balconies should use the balcony with care. Occupants who are seen to be negligent or careless in the use of balconies will receive a verbal and written warning and a fine of up to €200.

6)The manager and/or workmen shall enter the premises and examine the state of repair and condition thereof and to affect such repairs or renovations to the premises or any adjoining property.

7)Not to hang or allow to be hung from any window in the premises any clothes or other articles for drying or any other purpose or expose same therein and not to exhibit any signboard poster or advertising matters or any flag or banner in or outside the premises or in the windows or doors thereof.

8)Not to keep any dog or other bird or animal in or on the premises.

9)Not to place any obstruction, bicycle, dustbin or perambulator in or upon the hall or stairways leading to the premises or the premises.

**B. Security**

1) A CCTV system is in place in the Courtyard and to the rear of the properties. CCTV is also in place to the front, side and rear of the office and the apartments overhead.

2) MS Security provides security patrols in the centre courtyard, at the rear of the houses/apartments and to the office and overhead apartments.

3) MS Security can be contacted in case of emergency on 087-2499930.

4) MS Security will be available from Monday to Friday in the Courtyard Student Village. If any student needs security please phone him- 0872499930, as he may be on patrol.

**C. Electronic Door Keys.**

1) If the door key is left in a house or a bedroom by the occupant and the occupant is locked out, security can be called out up to 1.30 am to retrieve the key. There is a charge of €20 per callout payable to security at the time of callout, or to the office on the following morning. There is no charge for retrieving a key between 10am and 12 noon if the occupant calls to the office between those times on Monday to Friday.

2) Lost keys will be replaced in the office at a cost of €20 per replacement key.

3) If a key fails to open a door and security is called, there will not be a callout charge if it is established by security that the key or the lock was faulty. The key will be retained by security and checked. A replacement key will be provided at the office on the following morning between 10 am and 12 noon on Monday to Friday. If no fault is found with the key and lock, a callout charge of €20 will apply.

**D. Waste Collection.**

1) Each house/apartment is provided with sufficient recycling bags for separation of waste for the first semester. A second allocation of recycling bags will be provided for the second semester. Failure to adequately segregate household waste will result in any penalties imposed by the waste collection provider being passed on to the individual house/apartment.

2) Littering of the Courtyard or the bin storage areas will be noted on the CCTV.

**E. Internet**

1)Each house is provided with a wireless internet, and every student is provided with a password.

**2)The use of routers/ plug-in wireless devices into the wall socket is forbidden as it severely disrupts the service for other users.**

**SPECIAL CONDITIONS:**

As a fundamental term of this Agreement, each of the students acknowledge that in entering into this Agreement he/she is liable to Bru Na Gruadan Lettings for:

* All and any damage caused to any of the residence (and/or any of the furniture, fittings effects, equipment, appliances and/or utensils of the residence therein from time to time) other than through fair wear and tear;
* to replace such of the said furniture, fittings effects, equipment, appliances and/or utensils as may be broken destroyed or damaged with similar other articles of equal value to the satisfaction and approval of Bru Na Gruadan Lettings;

**Inspections:** On vacating the property the students are responsible for thoroughly clean all cookers, fridge, sanitary apparatus, all hovers, toasters, and irons. Carpets, floor coverings and furnishings will have to be left in good and clean condition, as per arrival. Provided all houses are left in good condition rent deposits will be refunded. If there is a breach of this condition the Manager shall deduct the cost of cleaning the house and such appliances.

Bru Na Gruadan Lettings shall as soon as is reasonably practicable after termination of expiry of this Agreement inspect the premises and, subject always to compliance by the students within the terms of this Agreement, but not otherwise, Bru Na Gruadan Lettings shall refund the students the security deposit paid by the students after deduction of any amounts for which any of the students shall be liable hereunder, **within 1 month after termination of leas**e.

**Insurance:** Bru Na Gruadan Lettings shall affect insurance in relation to the premises against all normal insured risks. The students however shall be responsible for the insurance and safekeeping of his/ her own personal chattels and goods kept by him on the premises (or any part thereof). Bru Na Gruadan Lettings shall not be responsible in any way for any loss, damage, personal injury or consequential loss sustained by any student in relation to himself, his chattels and goods in the property.

**Maintenance:** Bru Na Gruadan Lettings shall be responsible for the repair and maintenance of all electrical and mechanical appliances contained in the premises provided such repair and maintenance is required as a result of fair wear and tear and Bru Na Gruadan Lettings is specifically not responsible for any damage repair or maintenance required as a result of any wilful, careless or negligent act of any of the students, in which such circumstances the repair and maintenance aforesaid shall be the sole responsibility of the students.

**Punctuality**: Punctual compliance and payment without prior demand shall be the essence of this agreement.

**Educational Requirement:** The students (and each of them) warrant that he is (and shall remain for the duration of the residence) a registered full time student of the educational institution specified.

**SIGNED** for and on

behalf of the

**BRU NA GRUDAIN LETTINGS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Margaret Ryan (Manager)***

**SIGNED** for and on

behalf of the

**STUDENT:**

**(1)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signature of student**

**(2)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signature of student**

**(3)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signature of student**

**(4)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signature of student**

**(5)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Signature of student**