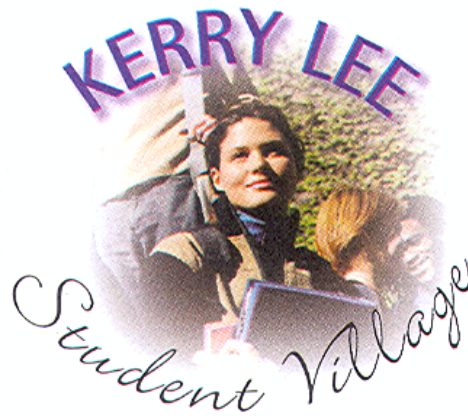


KERRY LEE STUDENT VILLAGE – LETTING AGREEMENT

September 3rd 2018- May 17th 2019



LETTING AGREEMENT

- DWELLING NO.: _____

- **RULES & CODE OF CONDUCT 2018/19**

- Standard clean is €25. Charged to all students at the end of the year which is deducted from deposit. If there is excessive cleaning required, the charge will vary.
- Please make management aware of damages in writing. If there are damages and if management are not aware of who caused the damage, each tenant will be held responsible for the damage and the appropriate amount will be deducted from their deposit.
- No combustible, explosive or illegal substances are to be kept in any of the houses or rooms they are in.
- Any tampering /misuse of any fire equipment located in the houses , including fire extinguishers, fire blankets and smoke alarms will result in a fine of €100
- Staining or soiling of any mattress will be charged for cleaning as follows: Single bed: €25. Double bed: €30
- Bed mattresses and bases that are badly damaged are charged out at the current price of replacing that item.
- Mattress covers are €25 per cover.
- Bulbs in kitchen and reading lamps are to be replaced by tenants if they are not working.
- The washing machine/dryer must only be half full to allow clothes to circulate and be washed.
- Keep filter of tumble dryer clean at all time
- If any cutlery or Delph is missing or broken it will be charged at the market price.
- Stickers or any other items that are glued or fixed to a wall, door or any piece of furniture, a charge at an hourly rate for painting plus materials will apply at €25 per hour plus cost of the materials.
- No houses are to use deep fat fryer. If a house is found to being using one, each tenant will be charged €40.
- All breakages of furniture and or electrical goods will be charged at the market price.
- Any breakages that do occur must be reported to the office before 12 noon in writing. This is to allow time for tradesmen to rectify the repair(s). We then leave a note and notify the students in the house by text message to their mobile phones as to what time the tradesman will be arriving. One of Kerry Lee's staff will always be present.
- Houses will be checked during the year. Tenants will be notified in writing at least 10 days before inspection. During this inspection, the cooker, microwaves, dishwasher, filter in washing machine and kitchen floor will be cleaned. Any excess cleaning necessary will be charged at €5 per student, to cover the extra cost. This is a health and safety issue.
- All bedrooms/ ensuites must be kept aired daily. If ventilation and windows are not left open when showering and where fungal growth appears, an excess cleaning and painting charge for removing the fungus will apply.
- Heaters in bedrooms, hall and kitchen areas are not to be used for drying clothes. Clothes should not be placed on heaters as this creates a fire hazard.
- Bicycles must not be stored in the houses or bedrooms. They are to be kept in the shed where a key will be provided if needed.

- Key to be left in the rear Patio Door at all time. If key is removed there will be a replacement charge of €30
- Should the fire brigade be called to a false alarm caused by you, the charge will be €1400
- The Management reserve the right to enter the accommodation and inspect the accommodation/room with due notice. On inspection students are requested to have kitchen area clean and tidy, which also includes cleaning of the cooker, microwave and dishwasher/filter.
- Management or security must be informed of any emergency or other situation requiring attention.
- Students having people staying over must have consideration for the other tenants and must ask for their permission before the person stays over. These 'visitors' sometimes use facilities such as showers and the cooker. This unfairly increases the house's electricity bill. Therefore, it is necessary for the house to discuss any arrangements. Strictly the houses are only for the tenants on the contract and on the PRTB registration.
- All rubbish and glass to be placed in the appropriate labelled bins in the bin area. **No** rubbish to be left on the ground in bin area.
- All students who bring a vehicle onto the premises must keep the management informed of the vehicles registration number. All vehicles are left on the premises entirely at the owner's risk.
- Any students who use the premises for longer periods than the other tenants, i.e. during the weekends, are liable, if the house exceeds the allotted electricity deposit, to contribute a larger amount towards the bill. This is agreed upon between the tenants of the house.
- Reasonable consideration must be observed when using the internet. There is limited bandwidth available to the whole estate, but when a tenant abuses the service to the point where others cannot surf the internet at a reasonable speed, a ban may be put in place. This ban will last 24 hours, plus a further 24 hours for each subsequent offence. Abuse of the service is defined by the amount of traffic recorded being more than 1 Gigabyte per day.
- Downloading illegally is strictly prohibited. This includes torrents and direct downloads. If a student is found to be downloading illegally, it may have to be reported to the relevant authority.
- A fireguard must be used at all times when a fire is lighting in the house. Tenants must not leave coal, briquettes, or other fire lighting materials unprotected on the floor in the house. This carries a risk of damage to tiles and wall. If it is found that tenants have done this, charges will apply if floor needs repair, steam cleaning, or if the wall needs painting.
- Management and Security have the right to refuse admission of any non-resident of Kerry-Lee Student Village and have the right to escort any non-resident off the property of Kerry-Lee Student Village.
- There is a strict policy of no parties to be held in the houses, musical instruments, radios, televisions sets, sound systems or any other apparatus must not be played in such a manner that it would cause a distraction, annoyance or nuisance to others students/guests or members of the public, especially between the hours of 11Pm and 8 am. Anyone who breaks this clause is liable to expulsion or disciplinary action. It is anti-social behavior which under the PRTB board is liable to a 7-day notice in writing to vacate the premises.

- Visitors are not allowed to stay in the accommodation between the hours of 23.00 and 10.00am the following day. Visitors are not allowed to remain overnight without prior consent from the office. Visitors must be checked in during office hours of the previous day. A charge may apply. The tenant is responsible for guests who have not signed in. A fee of 80.00 per guest will be levied on the relevant student. Only students named on the lease are entitled to stay in Kerry-lee
- There is no smoking allowed in any rooms of the houses at Kerry-lee
- Kerry-Lee will not be responsible for any loss / damage to any personal effects or belongings how so ever caused. In addition kerry-lee will take no responsibility for loss or damage to any items brought onto the premises. Personal effects or belongings are left in the accommodation/room at the tenant's sole risk and must be insured by the tenant at all times.
- I accept that the return of my deposit may take 3 – 4 weeks after I have vacated the premises to finalize E.S.B final readings.
- If a student leaves Kerry- Lee during work placement but intends on returning and does not hand in his/her key, it is up to all occupants in that house on whether to split the E.S.B. usage/ damages that occur during that period. It is not up to Kerry-Lee to decide how much each person gets charged.
- All keys to be returned to management at the end of the academic year. If keys are not returned charge will be €20 for replacement.
- The management of Kerry Lee take no responsibility for E.S.B. Once E.S.B. is paid for at the start of term this payment cannot be interfered with until end of academic year. Any shortfall in the amount lodged to cover the E.S.B. payments may be requested from the students or may be deducted from their deposit at the end of the academic year.
- The management of Kerry Lee reserve the right to enter any house in which a room is vacant and a prospective student wishes to view. Students already residing in the house will be given a reasonable amount of prior notice (where possible).
- **The contract is a fixed term contract and any monies paid during first, second or third term are non refundable.**
- Management reserves the right to terminate the agreement if for any reason they wish to do so. Nothing in this agreement will constitute a Landlord/Tenant relationship within the meaning of the Landlord and Tenant Acts or otherwise.

I hereby agree that I have read and understood the rules / code of conduct of

Kerry - Lee Student Village Oakpark Tralee and I agree to abide by them.

Signed _____

Print Name _____

Parent/Guardian Signature _____

Date _____

Tenant's Name : _____ Tenant's Address : _____

Tenant's Phone : _____

Tenant's PPS : _____

The Term

The term is the whole academic year. From the 3rd day of September 2018 to the 17th day of May 2019. This is a fixed term contract, and any monies given in during the first, second or third term is not refundable.

Payment Type

Option 1 **Option 2**

The Letting

The landlord lets and the tenant take exclusive use of bedroom _____ of house no: _____ together with a right of access and use of the communal areas within the dwelling. Please see list of contents included in dwelling attached.

Signed (Tenant): _____ Date: _____

Witness: _____

Signed (Management): _____ Date: _____

Witness: _____

Tenant's Name : _____ Tenant's Address : _____

Tenant's Phone : _____

Tenant's PPS : _____

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Signed (Management): _____ Date: _____

Witness: _____

Tenant's Name : _____

Tenant's Address: _____

Tenant's Phone: _____

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