

# Lease Agreement Summer 2019

## WARNING

This is a legally binding contract. The Lessee risks losing payments and Termination of the Lease Agreement if he/she breaks any of its terms. If he/she leaves the dwelling before the Lease Agreement ends, the Lessor may pursue him/her for the balance of the Accommodation Fees & Utilities due under this Lease Agreement and/or may sue him/her for damages. The Lessor shall insure the dwelling and **the Lessee shall insure his/her contents. The Lessee is required to insure against the first €5,000 of damages in respect of fire that shall not be paid by the Lessor's insurance company.** Each should take out public liability insurance. **The Lessee is required to familiarise themselves with the House Rules as set out in the Third Schedule and raise any queries they may have in advance of signing this contract. Failure to comply with the terms as set out may result in Termination of the Lease Agreement (departure from GHR, typically with 7 days' notice, and loss of all monies paid).** It is recommended that a Lessee obtain legal advice before completing this Lease Agreement

**In the event of Termination of the Lease Agreement, the termination (and exclusion from the premises) is permanent and any future applications will not be approved.**

**Applications are open to all students aged 18 years or older (by the start date of the Accommodation Term); any Resident under this age (e.g. that provided false information on application) will face disciplinary proceedings and possible Termination of the Lease Agreement. The accommodation is not available to children.**

GHR is strongly committed to protecting personal data. We only process personal data for the purpose of the accommodation booking and other correspondence as required. We will not disclose your personal data to third parties. Occasionally, we may receive requests from third parties with authority to obtain disclosure of personal data, e.g. if accommodation is booked on behalf of Lessee, we will only fulfil requests for personal data where we are permitted to do so in accordance with the Lease agreement, applicable law and regulation.

The Lessee is obliged to comply with the terms and Provisions of Section 50 of the Finance Act, 1999.

The terms and provisions of the Residential Tenancies Act, 2004 do not apply.

The terms and Provisions of the Family Home Protection Act, 1976 as amended do not apply.

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**DATE:** \_\_\_\_\_

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## **PARTIES**

**1. Lessor: The Griffith College Co-Ownership trading as Griffith Halls of Residence (GHR)**

**2. Lessee:** \_\_\_\_\_

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**Lessee's TCAS number and Apartment number** \_\_\_\_\_

*12<sup>th</sup> May 2019*



- (7) **IN THE EVENT OF EARLY VACATION** or non-arrival, no refund of Application and/or Accommodation Fees will be made.
- (8) **THE ALL INCLUSIVE FEES ARE PAYABLE** in total to the Lessor in advance of the start of the accommodation term.
- (9) **THE APPLICATION FEE** is a non-refundable €300 held by way of Security Deposit to protect the Lessor against the Lessee's failure to pay the All Inclusive Fees or to comply with the other terms of this agreement. It is separate to the All Inclusive Fees. The Application Fee is non-refundable in the event of cancellation, change of mind, non – arrival, etc.
- (10) **METHODS OF PAYMENT:** The Lessor does not accept cash. **Cheque, postal order, debit card or bank transfer are preferable.** If payment is made by foreign exchange Bank Transfer, all resulting foreign exchange banking and/or third party charges will be the responsibility of the Lessee and shall be charged to their account. Similarly, if the Lessee opts to have their refund issued by foreign exchange bank transfer, all foreign exchange banking and/or third party charges resulting will be the responsibility of the Lessee and shall be charged to their account.
- (11) **THE LEASE AGREEMENT**  
(a) The Lessor lets, and the Lessee takes, the shared use of the Apartment for the Term and at the Accommodation Fee payable as above and the Application Fee/Security Deposit.  
(b) The Lease Agreement incorporates the special and general Lease Agreement terms covenants and conditions and provisions printed below and in the Second Schedule, and in the House Rules printed in the Third Schedule, the Resident Disciplinary Procedure, Resident Code of Conduct and any other Disciplinary Documents as outlined at [www.ghr.ie](http://www.ghr.ie) all of which form part of this Lease Agreement. The Lessor reserves the right to amend the Rules, terms covenants and conditions during the course of the agreement and the Lessee agrees to be bound by any such amendments from the date of Formal Notification to the Lessee.
- (12) **THE BUILDING/PREMISES MEANS** the buildings Block 1 and Block 2, underground car park, laundry room, store rooms, classrooms, offices, bin station, stairwells, and the surrounding areas from the rear railings of the campus to the roadway separating GHR from Griffith College which forms Griffith Halls of Residence, Griffith College Campus, South Circular Road, Dublin 8 of which the Apartment forms part of.
- (13) **THE SECURITY DEPOSIT** is used to protect the Lessor against the Lessee's failure to pay the Accommodation Fees and Utilities or to comply with the other terms of this agreement. The refund is dependent on a full Inventory Inspection of the apartment post departure and, assuming there is no loss or damage, shall issue between 4 and 12 weeks after the last day of the Lease Term.

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## **GENERAL ACCOMMODATION AGREEMENT PROVISIONS**

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### **1. DEFINITIONS AND INTERPRETATION**

In this Lease Agreement –

- 1.1 THE Lessor** includes whomever for the time being is entitled to possession at the end of the Lease Agreement and where the Lessor has appointed an agent, the Lessor's agent.
- 1.2 THE LESSEE** is considered anyone who applies for and is offered accommodation in GHR. The Lessee must be a registered student in a course of study on a full time basis at an Educational Institution and is also referred to as the Resident.
- 1.3 WHENEVER** there is more than one Lessee in one apartment, all their obligations can be enforced against them jointly and severally which may result in each of them individually being legally liable to the Lessor for the entire Lessees' obligations under this Lease Agreement.
- 1.4 INTEREST** means a payment of 0.75% per month.
- 1.5 A RIGHT** given to the Lessor to enter the apartment extends to anyone the Lessor authorises to enter, and includes the right to bring workers and appliances into the apartment for the stated purpose.
- 1.6 AUTHORITY** given to a person to enter the apartment at the request of its Lessee(s) or after given notice extends, in case of emergency and suspected misconduct only, to entry after giving less notice than the time specified or without giving any notice whatsoever.
- 1.7 The RULES** mean the House Rules set forth in the Third Schedule forming part of this Lease Agreement.
- 1.8 TERMINATION OF THE LEASE AGREEMENT** will entail the Lessor giving no less than 7 days' notice to the Lessee to vacate the Premises. The Lessee must permanently vacate the Premises by the appointed date and time. In the event that the Lessee enters an appeal (as per the terms of the Resident Disciplinary Procedure) to the Termination decision, the Lessee shall be entitled to remain in occupation pending the outcome of appeal, unless suspension has been applied to the Lessee. This shall also

apply to any subsequent appeal. Termination of the Lease Agreement does not cancel any outstanding obligations that the Lessee owes to the Lessor. The Lessee must remove all their belongings, return any Lessor's property (including keys, rental packs, etc) and leave their allocated space in a clean and tidy condition before departure. The Lessee forfeits all monies paid to the Lessor and is liable for any outstanding balances. In exceptional circumstance, as determined by the Lessor, and for a minimum period of 6 weeks, the departing Lessee may be given the option to provide a suitable replacement Lessee, to whom this Lease Agreement may be assigned, to mitigate their financial loss. The replacement Lessee must be deemed suitable by the Lessor and make full payment of the Accommodation & Application Fees for the remainder of the Lease Agreement term at least 1 week in advance of their proposed arrival date. If the replacement criteria are met, and the departing Resident abides by the terms as set out by the Lessor prior to and post departure, the Lessor will refund to the departing Lessee a sum of Accommodation Fees equivalent to the Accommodation Fee received from the replacement Lessee for the same pre-paid period as the departing Lessee. The departing Lessee shall be excluded from the Lessor's Premises indefinitely; the only exception shall be for currently registered students of Griffith campus (e.g. GCD/GIL/DIFC students) for pre-approved activities, held in the classrooms of the Premises, if pre-agreed by the Lessor.

- 1.9 FORMAL NOTIFICATION** will be deemed to have been issued if sent to the Lessee in writing by any of the following means – by email to the Lessee's email address (as per their Application Form data), by letter to the Lessee's apartment or home address (as per their Application Form data) or by hand to the Lessee directly.

**2. THE LESSEE AGREES WITH THE LESSOR:-**

- 2.1.** To pay the All Inclusive Fees and any additional charges at the time and in the manner specified by the Lessor. Failure to pay these fees in full when specified may result in Termination of the Lease Agreement.
- 2.2** To comply with all terms, covenants, conditions and Rules encompassed by the Lease Agreement and set forth in the Third Schedule and all regulations made from time to time by the Lessor for the Premises of which the Apartment is a part and any amendments thereto made during the currency of this Lease Agreement.

- 2.3** To pay interest on any amount outstanding for more than seven days after it falls due. A late payment fee of €200 may be levied on any late payment.
- 2.4** To pay the stamp duty charged on the original and counterpart of this agreement.
- 2.5** To pay the Application Fee as set out
- 2.6** In so far as the Utility charge and Security Deposit paid by the Lessee is insufficient to discharge all outgoings due, to pay promptly all accounts for loss, fines or damage, the supply of electricity, and utility accounts to include electric, broadband, water, and waste disposal to the Apartment and the use of other services. The timeframe of payment is at the sole discretion of the Lessor.
- 2.7** Not to reduce any payment of the All Inclusive Fees or additional charges by making any deductions from it or by setting any sum off against it. In the event of cancellation at any time by the Lessee, the All Inclusive Fees, Application Fee/Security Deposit is not refundable.
- 2.8** To take good care of the apartment and the furniture, furnishings, and equipment set forth in the First Schedule and to keep them all clean and tidy and not to do or allow anyone else to do any damage to them and pay the associated charges to replace such of the furniture, furnishings, and equipment as may be soiled, destroyed, broken or damaged beyond repair with other articles of equal value to the Lessor's satisfaction and in accordance with the Rules and timeframe specified by the Lessor.
- 2.9** To report promptly to the Lessor all defects in the apartment (and the Premises) e.g. blocked/slow running drains, security concerns, electrical issues, appliance malfunction etc which it is the Lessor's duty to repair.
- 2.10** For the purposes of inspection, maintenance and repair of the services, utilities and the Lessor's fixtures and fittings and in cases where it is necessary to investigate a suspected breach of the Rules and/or the Griffith Halls of Residence Code of Conduct governing behaviour of Lessee, or in case of suspected emergency, the Lessor shall have the right to access the apartment without notice or permission. The Lessor's right of access herein may be exercised by the Lessor's lawfully appointed agents. Routine inspection may take place weekly. Where major repair or maintenance is likely to cause disruption and rostered painting of apartments, due notice of the works to be carried out will be given

except in cases of emergency. If possible, the Lessor will endeavour to have the works carried out at times and in a manner likely to cause least annoyance, inconvenience or disruption to the Lessor but the Lessor will not be entitled to any compensation or allowance for any such annoyance, inconvenience or disruption.

- 2.11** Upon receiving verbal or written notice from the Lessor, or when a Lessee has vacated the apartment, or at the request of one of the apartment's Lessees, to allow anyone who reasonably needs access in order to inspect, repair/replace, paint or clean property in the apartment or neighbouring apartment, or any sewers, drains, pipes, wires or cables serving neighbouring property, and to enter the property at any reasonable time to do so.
- 2.12** The Lessee acknowledges and accepts the information set forth in the Second Schedule.
- 2.14** Not to act in a way which will or may result in the insurance on the Building of which the apartment is a part being void or voidable, or the premium for it being increased, nor to allow anyone else to do so.
- 2.15** Not to hold an auction or sale on the property nor allow anyone else to do so.
- 2.16** To use the apartment for Residential purposes only for the named Lessee and other authorised Lessees only while the Lessee/ Lessees is a registered Student in the course of study on a full time basis in an Educational Institution. Not to conduct any kind of business in or from the Premises.
- 2.17** To give the Lessor promptly a copy of any notice received concerning the Apartment
- 2.18** Not to assign, sublet, license share or part with the possession of the whole or any part of the Apartment whatsoever at any time during the agreement.
- 2.19** If during the currency of this Lease Agreement a bed space is (or becomes) vacant, the Lessor may refill this bed and/or **relocate the remaining Lessee(s) as they see fit**, and is allowed to enter the Apartment to view it, carry out a reset, as and for a prospective Lessee.
- 2.20** If during the currency of the Lease Agreement the apartment being occupied by the Lessee is not fully occupied **the Lessee agrees to move to another room or apartment if requested by the Lessor** and in the time frame as requested by the Lessor.

**2.21** To pay all costs outlays and expenses, in the timeframe specified by the Lessor, which the Lessor reasonably incurs in:-

- (i) the preparation and service of any notice and of any proceedings under the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Conveyancing Act, 1881 or any subsequent Act or amendment thereof.
- (ii) the recovery or attempted recovery of arrears of the All Inclusive Fees or other sums payable under this Lease Agreement or damages and expenses for the breach non-observance or non-compliance with the Lessee's terms covenants and conditions of this Accommodation Lease.
- (iii) Procuring that any failure by the Lessor to comply with this agreement is remedied.
- (iv) The recovery or attempted recovery of possession of the Apartment in the event of breach, non-observance and or non-compliance of the Lessee's terms covenants and conditions of this Lease Agreement.
- (v) The recovery or attempted recovery of any third party unidentified costs incurred to include but not limited to any maintenance costs, repair and running costs in operating the Premises, lift maintenance, lift damage, emergency services, common area repainting, common area carpet cleaning / replacement, window cleaning, misconduct by the Lessee and/or their Visitor(s)/Guest(s), or any other reasonable cost that Management wish to impose.
- (vi) Any fine, damage or additional costs incurred by Lessor through a breach in the Lease Agreement

Failure to pay all costs outlays and expenses, in the timeframe specified by the Lessor may result in Termination of the Lease Agreement.

**2.22** Not to do or omit to do anything to cause any power, utility or service to the Apartment to be disconnected.

**2.23** Contagious disease: If the Lessee develops symptoms of any contagious illness e.g. swine flu, mumps, Ebola, that they will immediately seek medical assistance and notify the Security Staff/Accommodation Office. If not hospitalised, the Lessee agrees to return home if medically possible. If this is not possible, the Lessee agrees to abide by the rules of quarantine and shall move to a room/location the Lessor deems acceptable for quarantine until such time that the Lessee provides medical certification to exit quarantine. This location may be off Premises and/or at the Lessee's expense. A breach of this condition will



be deemed a gross misconduct and may result in Termination of the Lease Agreement. If travelling from countries under observation for infectious illnesses, the Lessee may be required to submit a medical assessment form before being allowed access to the Premises.

- 2.24** To give up peaceful possession of the apartment, by 10am, on the expiry date of the Lease Agreement in the condition required by the Lease Agreement as set out in the Rules and check-out instructions.
- 2.25** In the event that there is a fire caused by the Lessee/Lessees and/or their Visitor(s)/Guest(s) the Lessee is liable for an excess of €5,000 of the resulting damages. **The Lessee is therefore required to insure against the first €5,000 of damages in respect of fire that shall not be paid by the Lessor's insurance company.**
- 2.26** To familiarise themselves with and abide by the House Rules as set out in the Third Schedule, the Resident Disciplinary Procedure, Resident Code of Conduct, and any other Disciplinary Documents as outlined at [www.ghr.ie](http://www.ghr.ie). New or amendments to Rules and regulations, or any Disciplinary Document, can be implemented from time to time and will be effective from the date of Formal Notification to the Lessee.
- 2.27** To attend Disciplinary Discussions/Meetings/Hearings if requested to do so and abide by the findings accordingly. If a Lessee refuses to attend any discussions and/or meetings, he/she may face further disciplinary proceedings. If a Lessee disingenuously disputes a fine or appeals a disciplinary decision, and the appeal is not upheld, an extra administration fee may be added to the original fine/penalty/decision.
- 2.28** That the Lessor reserves the right to record, store and replay CCTV footage of all common areas of the Premises, campus and campus buildings, and/or use handheld digital recording equipment, such as a camera or digital video camera, and/or in the case of suspected misconduct in the apartment, and that this can be used to enforce Rules, impose fines or during discipline or criminal proceedings. The Lessor may also record Disciplinary Discussions/Meetings/Hearings via digital audio device on informing the Lessee of its usage.
- 2.29** The Lessor is exonerated from all liability for any loss of the Lessee's valuables or personal belongings kept in or on the Premises or in or on the campus, which shall remain at the sole risk of the Lessee.

- 2.30** To provide an appropriately completed Guarantee Form, and allow the Lessor to, at its sole discretion, call on the Lessee's Guarantor, or third party educational organisation, at any stage that misconduct or welfare issues are apparent or suspected. The Lessee must provide a suitably completed Guarantee Form in advance of or on arrival and may not be permitted access to the GHR without it.
- 2.31** To submit a completed Student Inventory Checklist within 3 days of check-in, documenting any issues or wear and tear. Failure to submit this within the timeframe will be taken as confirmation that all items as set out in the document are present and in good repair.
- 2.32** To purchase a television licence for any television present in the apartment. The Lessee has the option to ask the Lessor to remove the television from their apartment. The Lessor does not provide television sets.
- 2.33** To complete a check-in induction on arrival, or typically within 24 hours of arrival if arriving out of office hours, which includes but is not limited to reference to key Rules, taking a photograph of the Lessee, biometric registration for the turnstile, and confirmation of PPS number and a current phone number and email address for the Lessee.
- 2.34** To fully inform the Lessee's Visitor(s)/Guest(s) of all relevant House Rules before entering the campus and/or Premises, and to supervise all Visitor(s)/Guest(s) whilst on the campus and/or Premises. The Lessee is fully responsible for her/his Visitor(s)/Guest(s)' behaviour and any associated consequences.
- 2.35** To inform the Lessor if any personal data provided in the Application Form is no longer accurate and provide replacement information.

### **3. THE LESSOR AGREES WITH THE LESSEE**

- 3.1** So long as this Lease Agreement continues and the Lessee complies with its terms, Rules, covenants and conditions to allow the Lessee to occupy the Apartment without interference by the Lessor.
- 3.2** To do the repairs to the building (but is not obliged to not repair any damages caused by Lessee and/or their Visitor(s)/Guest(s) until paid for in advance by the Lessee) to include

the Apartment which the Housing (Standards for Rented Houses) Regulations, 1993 require.

**3.3** Between four to twelve weeks after the Lease Term ends, to repay the Security Deposit to the Lessee without interest after deducting all sums due to the Lessor under the terms of this agreement to include electricity and utility charges applicable to the Apartment or arising out of the breach of any of the terms and conditions of the Lease Agreement or the non-performance by the Lessee of any of his/her obligations under the said Lease Agreement (and any fine or other amounts applied by the Accommodation Office) under the Rules.

**3.4** To insure and keep insured in the name of the Lessor:-

(i) the building to include the Apartment against loss or damage by the following risks:-  
fire, lightning, explosion, earthquake, landslide, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, impact by vehicles, which the Lessor from time to time reasonably considers, should be covered;

(ii) the Lessor's furniture and equipment, against fire only (damage or wear and tear not covered) and against such risks as the Lessor from time to time reasonably considers should be covered; **but NOT any belonging to the Lessee or any other Lessee's contents, in the event that there is a fire caused by the Lessee and/or their Visitor(s)/Guest(s) the Lessee is liable for an excess of €5,000 of the resulting damages. The Lessee is therefore required to insure against the first €5,000 of damages in respect of fire that shall not be paid by the Lessor's insurance company.**

(iii) Property owner's, public, employers and other liability at the Lessor's sole discretion resulting from ownership of the building to include the Apartment.

**3.5** The Lessor shall use its best endeavours to make good or have made good any damage caused to the building (provided it was not caused by any Lessee or their Visitor(s)/Guest(s)) to include the Apartment as soon as is reasonably practicable without any liability whatsoever for any consequential loss or inconvenience caused to the Lessee.

## **4. THE PARTIES MUTUALLY AGREE:-**

**4.1** Whenever the Lessee:

(i) is seven days late in paying the All Inclusive Fees, any charges, or outgoing or payments due even if it was not formally demanded;

- (ii) has not complied with any Rule, obligation, term, covenant, and condition in this Lease Agreement, Code of Conduct, and Discipline Procedure;
- (iii) becomes bankrupt or makes any arrangement or composition with his/her creditors;
- (iv) allows the sheriff to seize the Lessee's and/or Lessor's goods on the property of the Apartment, Premises or campus.
- (v) Partakes in any illegal activity within the Premises or campus
- (vi) Tamper/interferes with the fire detection system

the Lessor may terminate and end this Lease Agreement (forfeiting all monies paid by the Lessee to the Lessor). The Lessor must first give the Lessee not less than 7 days' notice ending on any day by Formal Notification. This Lease Agreement shall terminate and end on that day but this will not cancel any outstanding obligations, which the Lessee owes the Lessor. Upon the foregoing happening, the Lessor is entitled to peaceably re-enter the Apartment and take possession thereof and it is acknowledged that the Lessor holds a key fob to the door to the Apartment and bedroom and is entitled to do so if and whenever required and this is acknowledged and agreed between the Lessor and the Lessee.

**4.2** Any notice required to be given to the Lessor under this Lease Agreement shall be duly served if delivered as set out under Formal Notification.

**4.3** If this Lease Agreement continues beyond the last day of the Term without the parties entering into a new agreement, then the Lessor may terminate and end it by giving the Lessee not less than 1 week's notice.

**4.4** Alternative Premises – As circumstances require, the management of the GHR retains the right at its sole discretion to change allocation of premises within the county of Dublin.

## **5. HOUSING (RENT BOOKS) REGULATIONS 1993:-**

**5.1** The Lessor confirms and the Lessee acknowledges that the information required under the Housing (Rent Books) Regulations, 1993 made under the Housing (Miscellaneous Provisions) Act, 1992 is set out in the Second Schedule and that this agreement constitutes the Rent Book for the purposes of those regulations.

## FIRST SCHEDULE

**Example contents of a typical two-bedroom apartment (4 Bed Spaces) with two students sharing each bedroom (contents may vary)**

<b>Bedroom</b>	<b>Quantity</b>
Window Blind	1 per window
Headboard	2
Single bed	2
Single mattress & mattress protector	2
Under bed storage drawer unit	2 per bed
Bedside shelf unit	2
Wardrobe with shelf	2
Notice board	2
Study desk	2
Chair at study desk	2
Desk lamp	2
Ceiling lamp and shade	1
Waste paper bin	2
Door closer	1
<b>Shower Pod (Toilet/ Shower-room)</b>	<b>Quantity</b>
Toilet, sink, shower unit	1
Shower curtain	1
Toilet roll holder	1
Soap dish	1
Mirrors	2
Towel rail	1
Robe hook	1

<b>Kitchen / living room</b>	<b>Quantity</b>		<b>Quantity</b>
Dining table	1	Large bin (with lid)	1
Chairs for dining table	4	Cutlery tray / divided drawer	1
Coffee table	1	Frying pan	1
Two seater sofa	2	3 piece set saucepans (with lids)	1
Display stand/ wooden unit	1	Electric kettle	1
Ceiling lamp and shade and fluorescent light	1	Wash Up Bowl and sink plug	1
Microwave oven + plate + plastic roller/turner	1	Electric toaster	1
Cooker hob	1	Iron	1
Oven	1	Ironing Board	1
Fridge	1	Window Blind, per window	1
Freezer	1	Vacuum cleaner	1
Kitchen Sink	1	Chopping board	1
Fire blanket	1	Clothes horse /airier	1
Fire extinguisher	1	Mop	1
		Bucket	1

<b>Other items</b>	<b>Quantity</b>	<b>Other items</b>	<b>Quantity</b>
<b>Key fob</b>	1 per Lessee	Mailbox key	1 per apartment

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## SECOND SCHEDULE

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### STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS) REGULATIONS 2004

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 2004. It does not purport to be a legal interpretation.
2. The Tenant of a house is entitled to enjoy peaceful and exclusive occupation of the house.
3. Notice to terminate a tenancy must be in writing and be made in accordance with the provisions of the Residential Tenancies Act 2004 (S.I. No 27 of 2004).
4. In the event of the Tenant not removing from the apartment at the end of the term or sooner determination of the tenancy all goods and chattels (other than those goods and chattels belonging to the Landlord) same may be held or stored by the Landlord at the cost of the Tenant. The Landlord will be entitled to exercise a lien over the said goods and chattels pending payment by the Tenant of all outstanding accounts whether in respect of storage charges, Rent, or otherwise. The said goods and chattels will become the property of the Landlord absolutely should all amounts due and owing by the Tenant not be discharged within two months of the Termination of the Tenancy whether by effluxion of time or otherwise. The landlord will then be at liberty to dispose of same as the landlord decides. The costs of disposal will be for the Tenant's account. There will be no liability on the landlord to account to the Tenant for such goods thereafter. The Tenant hereby indemnifies the Landlord and will keep the Landlord well and effectually indemnified against all actions, proceedings, expenses, costs, claims and demands on the part of the Tenant and/or third parties howsoever arising out or on account of damage to or loss of any goods or chattels (whether or not owned by the Tenant) held or disposed of by the Landlord in exercise of the rights granted herein.
5. The GHR of a private rented Apartment is obliged to ensure that, from 1<sup>st</sup> January, 1994, the Apartment complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The standards apply to rented Local Authority houses from 1<sup>st</sup> January, 1998. The Regulations do not apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.
6. The duties of a GHR referred to in paragraphs 5 to 8 above may be carried out on the GHR's behalf by a duly appointed agent. Any reference in a statement to "house" includes a flat or maisonette.
7. Copies of the Housing (Rent Books) Regulations 2004 and the Housing (Standards for Rented Houses) Regulations 2004 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.
8. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name and address of the relevant housing authority is as follows:

**Name**

**Address**

Dublin City Council

Civic Offices,  
Wood Quay,  
Dublin 7.

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## THIRD SCHEDULE

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### Griffith Halls of Residence (GHR) Summary of House Rules

At Griffith Halls of Residence (GHR), our primary concern is for the safety and comfort of all our Residents, Visitors and Staff. Any breaches in the Lease Agreement terms, House Rules or Resident Code of Conduct will be dealt with as set out below and according to the Resident Disciplinary Procedure. The following list of rules has been compiled to ensure that you are clear on the necessary requirements accordingly. Please contact a member of the Accommodation Office or Security Staff if you have any queries on the items listed.

Each Resident has a duty to behave in a responsible manner and promptly report any issues. If you find that a Resident is causing a disturbance, in breach of the Rules/behaving irresponsibly, please let us know so that we may help to resolve the situation with you.

Due to the nature of shared accommodation, Residents who do not disassociate themselves from bad behaviour may be deemed partly responsible for the misconduct and disciplined accordingly. Likewise, Residents that do not own up to their part in a particular issue may cause their roommate, housemate(s) or fellow Resident(s) to receive disciplinary action unfairly.

Any breach of the Rules will result in a minimum of a €100 fine per Resident(s). The fine must be paid by the time and date specified in the outcome. If a Resident refuses to pay a fine, he/she will face further disciplinary proceedings. Repeated breaches of the Rules and Lease Agreement and/or the severity of the misconduct may result in a further €100 fine per Resident(s) and may lead to Termination of the Lease Agreement.

As per the application process, Residents must provide a Guarantee Form, appropriately completed by their Parent/Guardian/Next of Kin, on or in advance of check-in otherwise they may not be permitted access to GHR.

#### Safety (personal and fire)

1. **Fire Alarm** – GHR operates a “zero tolerance” approach to any Resident deemed to have interfered with the fire detection system (either permanently or temporarily e.g. by covering it) or deemed to have activated a block “false alarm”. This Lease Agreement may be terminated if any Resident and/or their Visitor(s)/Guest(s) are deemed wholly or partial responsible for any such misconduct. Residents are referred to the Fire Services Act 1981; penalties include both a €634 fine and a six month jail sentence at the discretion of the court. Residents are fully responsible for the actions of their Visitor(s)/Guest(s). Residents must immediately report any instance of interference with the fire detection system. Should multiple Residents be involved in a compromised detector or a block “false alarm”, and the responsible Resident(s) are not clearly identified, all associated Residents may be held partially/equally responsible and may face Termination of the Lease Agreement.
2. Due to the serious risk of fire, “chip pans”, deep fat fryers, cooking with open pans filled with large quantities of cooking oil (e.g. so as to fully/ partially submerge the food), candles, and/or incense burning are not permitted. Such items may be confiscated and result in a fine if found on the premises. GHR may carry out unannounced spot checks on Apartments accordingly.
3. Due to the serious risk of fire, the Resident is required to give their full attention to the use of the cooking facilities. The Resident must be fully responsible in the use of the cooking facilities and not share the responsibility with other Resident(s) or Visitor(s)/Guest(s). The Resident should never leave the cooking area or partake in any other activity whilst using the cooking facilities.

Resident(s) must ensure that they switch on the extractor fan (located above the cooker hob), the room is adequately ventilated (by opening kitchen windows and blinds) and the cooking appliance is clean before starting to use the cooking facilities. Unsupervised use of the cooking facilities and excessive use of oil (as set out above) shall result in an immediate €100 fine and may lead to Termination of the Lease Agreement.

4. Use of cooking facilities/appliances is only allowed within the kitchen countertop area. It is prohibited to use any such items elsewhere in the apartment e.g. in the bedroom(s)/hallway/elsewhere in the kitchen/sitting room. The Resident must switch off all cooking appliances when not in use, inclusive of the red switch located on the kitchen wall and ensure electrical cables are safely stored. They must ensure all cooking appliances are kept clean to avoid a risk of fire/an activation of the fire detection system e.g. an accumulation of crumbs/foodstuff in a toaster is a fire risk and may result in disciplinary proceedings.
5. The kitchen/sitting room area and hallway of the Apartments are fitted with a local smoke & heat detector and alarm siren that are connected to a centrally monitored system. Any Resident found interfering with, including “decorating”, or covering, any such detector(s) may face Termination of the Lease Agreement. Residents are fully responsible for the actions of their Visitor(s)/Guest(s). GHR may carry out unannounced spot checks on Apartments accordingly. All occupants of an apartment may be found liable for a compromised detector and face the associated consequences. **Residents must immediately report any instance of interference with the fire detection system.**
6. Residents have a duty to immediately report any instances of abuse of the fire safety equipment to Security/Accommodation Office Staff in the interests of all who rely on the equipment in an emergency. In an Apartment where it is found that the fire equipment has been interfered with, and not reported by any of the Residents associated with that apartment, or present prior to, during or when the issue occurred and/or was discovered, all associated Residents may be liable for the consequences. As a result, Residents must notify the Security/Accommodation Office Staff immediately they become aware that any fire safety issue has arisen anywhere in the Premises to assist in resolving it and identifying those responsible so they may be dealt with accordingly.
7. All Residents must comply with fire and other safety regulations and evacuate immediately when the fire alarm sounds. Residents must go to the relevant fire assembly point (as per the map supplied on check-in) and not return to the building unless told it is safe to do so by a member of Staff. Failure to comply with the evacuation procedures may result in disciplinary action and a possible fine of €100.
8. Residents must not interfere with any safety signage or equipment (fire alarm, fire extinguisher, fire blanket, smoke detector, window limiter/restrictors etc.). Residents are fully responsible for the actions of their Visitor(s)/Guest(s).
9. Building Safety – For the safety of all Residents, Residents must ensure that all doors are securely closed after use. Residents and their Visitor(s)/Guest(s) must only enter via the front (archway) or main entrance doors. Other doors are for emergency use only or for access to the laundry and car park. Windows are not to be used for access/egress, and if so used, may result in disciplinary action and a fine of €100.
10. If a Resident accidentally activates the fire alarm within their apartment and clearly does not suspect there is any risk of fire e.g. burnt cooking within a saucepan, they must immediately close off the source of the activation (turn off hob, oven, microwave, toaster, kettle etc.) and contact the Security Staff (086 8182370 or via the intercom on the main gate, turnstile and GHR archways) to inform them of the details of the activation. The Security Staff will investigate



thoroughly (including taking photos) to identify the source of the alarm and ensure there is no further risk.

11. Residents that are aware of a fire within the Premises should evacuate immediately the apartment/building raising the alarm as they do so via the break glass units at exit doors and notify the Security Staff (contactable on 086 8182370 or via the intercom on the main gate, turnstile and GHR archways) and emergency services on phone number 112 (or 999). Residents must wait at the assembly point until informed, by a member of Staff, that it is safe to return into the building.
12. **Smoking (including vaping/use of electronic cigarettes) is not allowed anywhere within the GHR buildings, apartments or underground car park.** Smoking or evidence of smoking in these areas may result in a €100 fine per associated Resident. Residents who do not dissociate themselves by reporting smoking within their apartment or anywhere within the Premises may be deemed partly responsible and may be fined accordingly.
13. Residents must not interfere with signage within their apartment e.g. on the back of their apartment door, windows, cooking area, door labels or anywhere else in the Premises.
14. Residents should immediately report any suspicious looking persons, safety or security issues or misconduct to the Accommodation Office (during working hours) or **to the 24 hour Security Staff mobile number 086 8182370 (or via the intercom on the main gate, turnstile and GHR archways).**
15. Residents should keep windows locked while their rooms are unoccupied and at all times keep their property out of sight and reach from the windows.
16. Residents and/or their Visitor(s)/Guest(s) are not allowed bring any weapons/replica weapons/fire arms into GHR.
17. Alcohol may not be consumed in the communal areas of the Premises or campus. Open alcohol containers are not to be carried in the communal areas of the Premises or campus.
18. **Possession or use of illegal substances in the GHR apartment(s) and/or anywhere in the Premises or campus is strictly prohibited and will result in Termination of the Lease Agreement and shall be reported to the appropriate authorities e.g. the Irish police (An Garda Síochána). Any Resident in the presence of and/or involved in the use of, possession, illegal substances in the GHR apartment(s), Premises or campus who does not immediately distance themselves from it by reporting it to Security Staff may also face disciplinary proceedings up to Termination of their Lease Agreement.**
19. Use of the Premises for activities which are dangerous, offensive, noxious, noisome, or illegal is strictly prohibited. Assault (verbal, physical, sexual) - includes, but is not limited to assault causing harm/serious harm, serious or repeated harassment and extreme nuisance are classified as Gross Misconduct and may result in Termination of the Lease Agreement. Residents are fully responsible for the actions of their Visitor(s)/Guest(s).
20. Any act of theft or damage to any property within the Premises, is prohibited and shall be reported to the appropriate authorities e.g. the Irish police (An Garda Síochána).
21. If a fire detector is found to have been interfered with on inspection of a vacated room/apartment (e.g. post departure), each Resident allocated to/of that apartment may be liable for a fine of €200.

22. In the event of damage, including accidental incidents (e.g. smoke alarm / fire extinguisher) Residents are liable for the charge of any associated equipment or property.

### **Conduct/Courtesy**

23. At all times, Residents must behave in a manner that is respectful and not to cause disturbance or upset to any others e.g. their fellow Residents, campus Staff, campus students and visitors and to neighbours of the Griffith campus. Being under the influence of alcohol, or any other substance, will not be accepted as an excuse for bad behaviour. All incidents relating to not co-operating with Staff will be thoroughly investigated.
24. Parties/ Gatherings/ Noise – The Resident shall not, at any time, hold or attend parties/gatherings in the Apartment(s) or in or on any part of the Premises nor to play musical instruments or radios, televisions or other sound producing apparatus in such a manner as to cause distraction or nuisance to others and in particular not between 23.00 and 07.00. Noise is considered a nuisance when causing a disturbance to others and/or when sound can be clearly heard outside a room. Residents must vacate an area and/or return to their own apartment; on the instruction of Security Staff, failure to do so may result in a fine of €100 and/or Termination of the Lease Agreement.
25. 23:00pm to 07:00am each day is designated ‘quiet time’, during which period the Resident should minimize activity in their bedroom and apartment and be as considerate as possible of their roommate and housemate(s). Any excessive noise or behaviour that causes disturbance on the Premises, at any time of the day or night, may result in a fine of €100.
26. The use of social networking sites to upset, bully, harasses, criticise, or intimidate any Resident or Staff is prohibited. Social network posts may be used as evidence in the disciplinary process.
27. Residents must treat GHR and campus property in a respectful manner
28. Residents must not congregate in the communal areas (archways, stairwells, corridors) to avoid causing obstruction or disturbance to other Residents or Staff. Residents must vacate an area and/or return to their own apartment; on the instruction of Security Staff, failure to do so may result in a fine of €100 and/or Termination of the Lease Agreement.
29. Residents must not interfere with CCTV equipment within the Premises e.g. in the corridors or anywhere else in the campus.
30. If a Resident has a condition/behaviour that deems them unsuited to shared accommodation i.e. is disruptive to other Resident(s), GHR may terminate his/her Lease Agreement.

### **Visitor(s)/Guest(s) (both non-Residents and Residents of other apartments)**

31. **Residents are fully responsible for the behaviour of their Visitor(s)/Guest(s). Residents must inform their Visitor(s)/Guest(s) of the House Rules and ensure they comply with them. If a Visitor(s)/Guest(s) breaks any GHR rule, the associated Resident(s) may be subject to the GHR disciplinary procedure, up to and including Termination of the Lease Agreement.**
32. **Residents are not allowed in other’s apartments/bedrooms after 22.30pm or before 7.00am.**
33. Residents are not permitted overnight or late Visitor(s)/Guest(s), under any circumstances i.e. after 22.30pm or before 7.00am. **Visitor Curfew is from 22:30pm to 07:00am this means,**

**during those hours, no person, other than the Residents allocated to that particular apartment, should be in that apartment.**

34. Due to the nature of shared accommodation, occasionally interpersonal issues may arise between Residents. If a Resident experiences any interpersonal issues, they should make reasonable attempts to resolve these directly with their housemate(s) through clear communication and/or an apartment meeting. If this does not resolve the issues, the Residents should report this to the Accommodation Office for advice and assistance.

### **Damages/soilage**

35. Residents must not pour any oil, fat or dispose of any other substances down the sink, shower and/or toilet drains that would reduce/stop the flow of water and cause damage to the pipework. Wet wipes and personal hygiene products should not be disposed of in the toilet. Residents are responsible for any repair costs incurred to rectify any resulting damage or blockage.
36. Residents must not alter modify, decorate, add to or in any way interfere with the construction or arrangement or glue, stick, nail, screw or otherwise fix anything whatsoever to their allocated space, room, apartment, furniture, contents or the buildings/Premises. Thumbtacks and pins **must not be used on the walls**, only on the noticeboards provided. Any pin marks in the walls may result in fill and paint works for which the Resident(s) shall incur the associated fine or costs.
37. Residents must pay for any damages/soilage charge incurred outside of normal 'wear and tear'.
38. Damages/soilage to the communal areas of the Premises will, where possible, be charged to the Resident(s) responsible. Failure by the Resident(s) responsible to identify themselves may lead to the charges being pooled and divided among multiple Residents. Residents must report any damage in the Apartment in writing to [accommodation@ghr.ie](mailto:accommodation@ghr.ie) as soon as they become aware of it.
39. Damages/soilage within a bedroom of an apartment may be divided between the Residents allocated to that bedroom. Damages/soilage within the communal areas of an apartment may be divided between the Residents allocated to that apartment. In cases where one Resident is responsible for a particular issue they must give notification of same in writing to the Accommodation Office in a timely manner, this will avoid their housemate(s) or fellow Resident(s) sharing the blame and associated consequences unnecessarily.
40. A handling fee in respect of administration time may be added to the damage/soilage charges.
41. Vandalism is prohibited.

### **Access**

42. Residents should only occupy the space allocated to them by GHR and not change their allocation. GHR is not in a position to facilitate room swap requests during the accommodation term. They should keep their space welcoming at all times.
43. Residents must identify themselves and/or their Visitor(s)/Guest(s) when asked to do so by any member of GHR or Security Staff and follow Staff instruction.
44. Management reserve the right to refuse admission. If a person is excluded from the GHR premises, Residents must not associate or interact with that person in the Premises. If GHR has notified a Resident that a particular person is excluded from the Premises, the Resident must

immediately report any sightings of the person, anywhere in the Premises, to Staff. Any Resident in the company of an excluded person in the Premises may face discipline proceedings.

45. The Accommodation Office and Security Staff have the right to refuse anyone admission to the GHR Premises and/or the campus. The Resident agrees to be bound by any such ruling both during the accommodation term and thereafter.
46. All persons with legitimate purposes for entering GHR will have their own key fob. If a Resident has difficulty accessing the Premises, they should seek assistance from the Accommodation Office or, if outside office hours, the 24-hour Security Staff. Residents must never loan their key fob to anyone. Residents must report any loss of their key fob immediately to GHR.
47. Non-returned key fobs shall incur a €30 charge. If the Resident were to lose their key fob, replace it at a cost of €30, and subsequently find and return the original key fob, the Accommodation Office will refund €20 to the Resident's account (i.e. there will only be a €10 administration fee).
48. Residents are not to open their apartment door or give access to the campus, Premises or apartment to any person(s) known or unknown to them, either day or night. In giving such access, the person(s) becomes the Visitor(s)/Guest(s) of the Resident and the Resident may be responsible (either partially or wholly, depending on the circumstance) for their conduct thereafter.
49. **All doors within the apartments are fire rated to 30 minutes and spring loaded to ensure they close automatically as a safety and security feature; they must not be propped open.**
50. It is a serious breach of the Lease Agreement to leave any doors open or 'on the latch' whereby someone could enter the property without a key. The Resident must immediately report any door(s) that appears to be faulty/not locking as it should.
51. There will be no vehicular/bicycle access either in or out of the campus between 23:00pm and 07:00am.
52. Except in special circumstances, access to the Premises after 23:00pm will be by means of the pedestrian turnstile only. Only GHR Residents shall be able to use the turnstile. It is operated via biometric recognition of key points on the registered users' hand. It is not a fingerprint or hand print system. Residents are required to register as part of the check-in process.
53. Anyone found interfering with the turnstile, using it inappropriately or attempting to and/or giving access to others shall face disciplinary proceedings. Any Resident who encounters issues accessing the campus or Premises should contact Security on the 24/7 number or intercom.
54. Any Resident found to have accessed or given access to the others to the campus or Premises by an inappropriate way may face disciplinary proceedings.
55. Any Resident found to have given access to a former Resident who had their Lease Agreement terminated or an excluded person, may face disciplinary proceedings.
56. Residents must not occupy or use vacant bed spaces or associated furniture and must always leave such spaces in an acceptable and welcoming condition for new arrivals.
57. Access to roof – Resident(s) and or their Visitor(s)/Guest(s) are not permitted on the roof of the building, at any time. Breach of this condition is extremely serious and will result in a fine of €500 and/or Termination of the Lease Agreement.

58. Interfering with window limiters/restrictor: Staff may undertake random inspections, Residents of any apartment found to have limiting devices that have been interfered with, disengaged, broken, or weakened may be liable for the repair costs and a fine of €200, persistent misuse may result in Termination of the Lease Agreement.

## **Hygiene**

59. Residents are responsible for the correct disposal of their rubbish. Rubbish must be separated into glass, aluminium and general waste and placed in the appropriate receptacles in the bin station at the side of GHR Block 2B (close to the entrance to the underground car park). The bin station location is highlighted in the map issued at check-in induction and on the back of the apartment's front door.
60. Residents are required to keep their personal and communal space within their apartment in a tidy and hygienic manner. GHR Staff may carry out cleaning inspections per apartment on a regular basis, Residents are required to co-operate accordingly. Failure to maintain the apartment at a reasonable level of cleanliness as determined by GHR shall result in disciplinary action. All Residents of an apartment are responsible for keeping it clean and tidy. GHR will issue notification to rectify issues in a timely manner, if not followed; Residents may face disciplinary proceedings.
61. Residents must not obstruct, litter, soil or damage any of the communal areas (hallways, lifts, stairs, entrances, pavements, courtyards, etc.) of the Premises or campus. Any Resident(s) responsible for littering / spillages may be subject to €100 fine and/or any additional cleaning costs. Littering includes the circulation of flyers anywhere within the campus or Premises.
62. Residents must use the GHR mattress protector provided and return it in a clean and reusable state at the end of their stay.
63. Residents are not to keep pets for example, but not limited to, any animal, fish, bird, living creature in the Apartment or Premises or feed wildlife e.g. birds, foxes on the Premises.
64. Residents are responsible for defrosting and cleaning their fridge, icebox and/or freezer on a regular basis. Allowing a build-up of ice may cause the fridge/icebox/freezer door to become damaged and the Resident(s) shall incur the corresponding cost of repair/replacement. Use of any sharp or abrasive items to remove ice is likely to damage the appliance and should not be used.
65. Resident(s) found to be disposing of rubbish or throwing any articles from their windows will incur a fine of €100 and may face Termination of the Lease Agreement.
66. In the event that the Apartment is not maintained by the Resident(s) to a reasonable standard of cleanliness, as decided upon at the sole discretion of the GHR, GHR will give advance written notice to the Resident(s) to have the apartment cleaned by a specific date and time. If the Resident(s) fails to do so, they may be fined €100. In the event that GHR have to deploy cleaners to clean the apartment because of non-compliance with the covenant by the Resident and if the fine is insufficient to cover the cost of cleaning, the Resident(s) may also be charged the cleaning costs. The decision of the GHR is final and binding in this regard.
67. The Resident is responsible for any damages or marking on the carpets/ floor covering inside the apartment and/or in the communal areas. Care should be taken when removing refuse from the Apartment and/or bringing refuse to the bin station to ensure it does not leak and soil the flooring.

68. Residents must not bring or store excessive quantities of personal property in the apartment such as would be deemed a nuisance by other occupants or Staff, and must remove any excess items as and when requested to do so by GHR.
69. Residents must not leave any item on the window ledges because they may fall and cause injury to persons/property below.

### **Use of facilities**

70. Ball games must be confined to the designated sports areas on the campus and at appropriate times.
71. Bicycles are to be parked only in the bicycle racks provided in the underground car park and/or at street level. They are not to be brought in to, parked or stored at any other place within the college campus or GHR Premises (e.g. railings, lifts, stairwells, apartments, corridors etc). Bicycles may be parked on campus for the duration of the Lease Term only. Bicycles must be in a roadworthy condition, e.g. wheels, saddle, pedals intact. Any illegally parked, or seemingly abandoned, vehicle (e.g. bicycle, car, motorcycle) will be removed and may be disposed of at the Resident's expense. The Resident must secure the bicycle using a suitable lock. The parking facilities are used at the Resident's risk.  
Visit [www.garda.ie](http://www.garda.ie) for tips on bicycle security.
72. Use of the fitness room is limited to authorised persons only and subject to terms and conditions; application forms are available through the Accommodation Office. Limited spaces are available.
73. Vehicular parking in the Premises is for Resident's personal use only, limited to valid permit holders and one vehicle per Resident. The permit is non-transferable. Residents may be asked for proof of their association with a vehicle. Permit application forms are available through the Accommodation Office, terms and conditions apply e.g. vehicles must be roadworthy, parking is for the duration of the Resident's Lease Term only, entirely at the risk of the Resident and the Resident's vehicle may only occupy one parking space in the underground carpark. In the event that a vehicle remains on the campus/in the Premises beyond the Lease Term, GHR may dispose of the vehicle and the Resident shall be liable for any associated costs. Residents are not permitted to store boats or any other items (other than their car, bicycle and/or motorcycle) in the underground car park or campus. If a Resident changes their vehicle, they must immediately notify the GHR office with the details of their new vehicle and surrender their old permit and apply for a new permit for the new vehicle.
74. Laundry Room – the laundry facility is supplied by a third party company. Residents must supervise their laundry i.e. they must not leave it unattended at any stage. GHR is not responsible for any damage or loss to any article of clothing or other personal items that may occur during the use of the laundry room. The Resident must follow the instructions in the laundry room e.g. not to use bleach, conditioner or overfill the machines (due to the risk of fire). If there is any difficulty in using the facility, the Resident should notify the Accommodation Office of the associated Machine Number (each machine is labelled with its unique, two digit number). GHR will log it with the laundry company on the Resident's behalf. Residents may also contact the laundry facility provider directly to resolve any issues. Loss of coins etc in the machine is not the responsibility of the Accommodation Office however; GHR may assist the Resident with the laundry company in this regard on condition the machine number and time of use is provided.

### **Check-out procedure**

75. Residents must give at least 3 days' advance notice to the Accommodation Office of their intended check-out date and time so a mutually suitable Check-Out inspection can be agreed by

both parties. Check-Out inspections typically take ~5 minutes. It is preferable that the Resident is present. If this date/time does not suit, the Resident should contact the Accommodation Office to reschedule it. The Check Out inspection is not used to calculate the refund. **The refund is based on a full detailed Inventory Inspection**, which takes place after the Lease Agreement ends and/or when the apartment/room/space is fully vacated. **At times of high volume departures, GHR Staff might carry the Check-Out Inspection after the Resident has departed.**

76. Residents must ensure on departure that the apartment is fully cleaned i.e. all rooms/communal areas they have access to, surfaces, cooking and storage units and bathrooms, fridge/ice box/freezer are defrosted and cleaned and all personal items and rubbish removed and correctly disposed of. Residents tend to check-out in different stages so they must ensure between themselves that they each carry out their fair share of the cleaning before they depart. All Residents of an apartment that is not properly cleaned and emptied by departure may be fined accordingly. The Residents must ensure they email Accommodation Office regarding any issues, as they occur and before departure. They are not to assume a fellow Resident will take responsibility.
77. Check-out will involve a quick check-out inspection of the bedroom, shower room and communal areas, return of key fob, any mailbox key, mattress protector and any other items rented from GHR e.g. bed linen, cutlery & crockery (all of which must be cleaned by the Resident before they are returned). Charges for damaged/missing/soiled items shall be deducted from the Security Deposit.
78. Departure - At the end of the Lease Term, the Resident agrees to vacate the Apartment, remove all personal effects and belongings and return all key fobs by the time specified, no later than 10am on the last day of the Lease Term. Failure to do so may result in the Resident incurring a daily charge of €200. Any personal effects or belongings left in the Apartment or in or on the Premises after the vacation date shall be disposed of by the GHR at its discretion without incurring any liability to the Resident and at the Resident's expense. If misconduct is found in a vacated apartment, all Residents allocated to/of that apartment may be liable for associated fines.

### **Refund of Security Deposit**

79. The Security Deposit will be refunded in full 4-12 weeks from the Lease Agreement end of date, assuming the check-out process has been followed, the apartment has been left in a clean state clear of all Residents' belongings and rubbish, all fees/fines have been fully discharged, all GHR items returned in a clean and reusable state and there are no issues/damages to the inventory items as assessed during the Inventory Inspection, post departure. In the case of the cost of the repair/loss exceeding the Security Deposit, the Resident(s) are liable for the difference.
80. The Security Deposit refund is dependent on a full Inventory Inspection of the apartment post departure and, assuming there is no loss or damage, shall issue between 4 and 12 weeks after the last day of the Lease Term. If paying online, your credit card details will be saved, so the refund can be issued back onto the card used to pay.  
If this check box is not selected, refund may issue via bank transfer. Residents will be requested to provide bank details in order to facilitate this and will be liable for any associated charges.
81. In the event of early vacation of the Apartment/ late arrival or non-arrival, in all circumstances, the Application Fee and advance Accommodation Fees and Utility Charges paid shall be retained by the GHR. In such event, the Resident's Accommodation Fees and Advance Utility Charges are non-refundable; the Resident is also responsible for paying all the accommodation and utility charges for the entire duration of the Lease Agreement. Legal proceedings may ensue to recover all monies due under the Lease Agreement.

