Assured Shorthold Tenancy Agreement

FOR

Tenants:

Summary of Main Terms
Licensor:
Student:

Name :
Email :
Phone :
Address :

Period of Stay: (“Check In Date”) - (“Check Out Date”)
Accommodation: Property Name
Room Type:
Building: Property Address
Deposit: € 300.00
Accommodation Fee: € Total Fee Due
Payment Dates:

Tenant number	Tenant name
1	

Charge date	Tenant number 1	Sub-total
01/08/26		
01/09/26		
01/10/26		
01/11/26		
01/12/26		
01/01/27		
01/02/27		
01/03/27		
01/04/27		
01/05/27		
01/06/27		
Sub-total		
All amounts are in EUR (€)		

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions, the words and expressions shown in bold print have the meaning given next to them:

“Accommodation” means a bedspace, study bedroom or studio in the Building, of the type specified in the Offer, to be allocated to the Student by NSL at the start of the Student’s occupancy and any other bedspace, study bedroom or studio that NSL may allow the Student to occupy from time to time;

“Accommodation Fees" means the amount specified in the offer as Rental Payments payable by the Student for occupation of the Accommodation, and which are payable in advance in equal instalments on a monthly basis, inclusive of the Utilities charge only after the resident has taken up occupancy, and on the Payment Dates specified in the Offer;

"Building" means the building specified in the Offer;

"Contents" means fixtures, fittings, furniture equipment, keys, passes and other items belonging to NSL. NSL will provide the Student with a list of these at the beginning of the Period of Stay.

“Deposit” means the deposit referred to in this Licence;

“Flat” means a flat in the Building shared by several occupiers.

“Guarantor” means an adult (other than the Student):
a) who satisfies NSL’s reasonable requirements regarding evidence of their identity and place of residence;
b) who will guarantee the Student’s performance of his/her obligations in the Student’s contract with NSL; and
c) who will indemnify (pay compensation to) NSL against any claim, loss or expense arising from the Student’s failure to comply with his/her obligations.
d) who is not living with the Student
e) who does not have a licence for or is occupying another NSL property

"Insured Risks" means the risks of fire and such other risks as NSL may decide to insure against. A copy of the insurance policy is available from NSL on request;

“Interest” means interest at the rate of 3% per annum above the base lending rate for the time being of Bank of Ireland (or such other bank as NSL may at it absolute discretion notify the Tenant) of the on any sum which has not been paid by the due date, calculated on a daily basis from the due date for payment until actual payment;

“NSL” Now Students (Ireland) Limited (incorporated and registered in The Republic of Ireland under company registration number 758876) operating under the brand Here! Student Living, the registered office of which is at First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, Ireland. “NSL” includes any person with an interest in the Building for whom NSL acts as managing agent.

“Offer” means the offer of Accommodation made to the Student by NSL and accepted

by the Student;

"Payment Dates" means the dates for paying the instalments of Accommodation Fees, set out in the Offer;

"Period of Stay" means the licence or letting period (as applicable) set out in the Offer;

“Promotions” means any discounts, incentives, or special offers referred to in the Offer.

"Regulations" means the rules and regulations imposed from time to time by NSL in relation to the Building. These may include instructions on fire safety, health and safety, security, or any other reasonable subject relating to the management of the Building.

“Student” means the student named in the Offer (and where there is more than one student permitted to occupy the room, “Student” means either or both of them, as the context requires);

“Shared Areas” means those parts of the Building or a Flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas);

“Summary”: means a summary of the main terms of this agreement.

“Utilities” include but are not limited to electricity, gas, heating, hot water and internet.

"Utilities Charge" means the Utilities Charge referred to in this Licence (or such fee as amended from time to time in accordance with the terms of this Licence). The Utilities Charge is a contribution towards utilities and services to the Building. The Licensor reserves the right to charge the Student for non- residential, unreasonable or excessive use of such services.

“Written” and “Writing” include communications by e-mail to the intended recipient’s last-known e-mail address. Communications by fax are not valid for the purposes of the Student’s contract.

1.2 **Interpretation**

1.2.1 In these terms and conditions, unless the context requires otherwise, any reference to:

a) a clause is to a clause of these terms and conditions;
b) a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same, and any statute or statutory provision of which it is a consolidation, re-enactment or replacement and any subordinate legislation in force under any of the same from time to time;
c) “contract” is a reference to the agreement described in clause 2.1;
d) the masculine, feminine or neuter gender includes the other genders, references to the singular include the plural, and vice versa, and references to persons include organisations;
e) the Building, the Flat or the Accommodation includes any part of that Building or Flat (including the Accommodation) or any part of the Accommodation;

1.2.2 The words and expressions defined in these terms and conditions shall have the

same meanings where they occur in any Applicable Terms.

1.2.3 An obligation on the Student not to do an act or thing includes an obligation to not permit that act or thing being done and an obligation to ensure that the Students invited visitors do not do that act or thing;

1.2.4 Where these terms and conditions give a list of examples the list is given as an illustration and is not an exhaustive list. Words such as “includes” or “including” do not limit the meaning of a clause.

1.2.5 All sums in the Offer and in these terms and conditions are shown exclusive of VAT, which when applicable and chargeable shall be payable by the Student at the appropriate rate.

1.2.6 A “day” is a calendar day, and includes weekends and bank holidays. A “working day” does not include weekends, bank holidays or customary holidays.

1.2.7 If a court judges any part of the Applicable Terms to be void or for any other reason unenforceable then those parts shall be deemed to be deleted and shall not apply to the Student’s contract but the remaining parts of the Applicable Terms shall.

1.2.8 Any rights or powers reserved to the NSL in these terms and conditions may be exercised by any person with an interest in the Building for whom NSL acts as managing agent.

2 AGREEMENT

2.1 On the date NSL notifies the Student that the booking process is complete, a legally binding agreement (also known as a contract) will be formed. The contract will be between (1) NSL and (2) the Student. Once the Student’s contract has been formed, it may only be terminated as set out in these terms and conditions. For the avoidance of doubt, no contract is formed until NSL notifies the Student that the booking process is complete.

2.2 The contract will consist of (a) the Offer (b) these terms and conditions (c) any other documents notified to the Student by NSL before the contract is formed.

2.3 The documents listed in clause 2.2 will constitute the entire agreement between the parties. If any variation to these documents is agreed, NSL will confirm the variation to the Student in writing.

2.4 When the contract is formed, NSL agrees to provide the Accommodation to the Student for the Period of Stay and NSL agrees to comply with its obligations in these terms and conditions. In return the Student agrees to comply with their obligations in these terms and conditions throughout the Period of Stay. NSL will not allow the Student access to the Accommodation until the Student has paid the Deposit, any Accommodation Fees that are due, and if required, provided a Guarantor.

2.5 The contract is personal to the Student. The Student is not entitled to transfer their contract to anyone else or allow someone else to live in their Accommodation. (Some bedspaces are in twin or dual occupancy rooms and special terms apply: see clauses 7 and 8).

2.6 The Accommodation includes the following:

2.6.1 the right to use the Contents in the Accommodation for their intended purpose;

2.6.2 the right (jointly with other residents) to use the Shared Areas allocated to the Accommodation and the Contents in those Shared Areas for their intended purpose;

2.6.3 heating, lighting, water and power supply to the Shared Areas;

2.6.4 insurance of the Building and its Contents. Contents insurance includes the Student's personal belongings, subject to exclusions and limitations (see NSL website);

2.6.5 reasonable cleaning of the Shared Areas outside Flats (but residents are liable to pay for additional cleaning if their mess is excessive);

2.6.6 subject to the Student having paid the Utilities Charge, heating, lighting, water and power supply to the Accommodation up to the amount typically used in comparable accommodation (but the Student must pay for any consumption which NSL reasonably considers to be excessive);

2.6.7 rubbish disposal from the designated bin store areas at the Building.

2.7 The Accommodation does not include the following:

2.7.1 personal possessions insurance;

2.7.2 cleaning Shared Areas inside a Flat;

2.7.3 refuse removal from Flats or any Shared Areas other than the designated bin stores;

2.7.4 charges for excessive consumption of heating, lighting, water and power supply (as compared with the amount typically used in comparable accommodation).

2.8 If NSL allows a person to take occupation without completing the booking process, that person shall be deemed to occupy on the basis of these terms and conditions. They shall be liable to pay the Accommodation Fees normally applicable to the Accommodation from the time they begin occupation until the end of the advertised Period of Stay.

2.9 The Residence is operated and managed for the sole purpose of providing bespoke student accommodation and related services on a short term basis and the parties agree that no tenancy is created by this licence.

2.10 The minimum duration of the contract is for the Period of Stay, unless the contract is brought to an end early in accordance with these terms and conditions.

2.11 NSL will try to locate the Student in the Building named in the Offer. However, NSL does not guarantee that the Accommodation will be available in all cases. If the Accommodation in the Building is not available, NSL will offer the Student alternative accommodation of equivalent or better quality at the same price, or release the Student from their contract without any financial detriment to the Student.

3 STUDENT'S OBLIGATIONS

3.1 Financial obligations

3.1.1 The €300 deposit and rent for the first month must be paid before the move in date This payment does not include any utilities charge. The Student must pay the

Accommodation Fees thereafter inclusive of any utilities charge to NSL in equal instalments on a monthly basis once the resident has taken up occupancy.

3.1.2 The Student must provide details of their Guarantor to NSL when the Student chooses how they will pay their fees. The Student does not have to provide any documents to the Guarantor. NSL will send a copy of the Applicable Terms and the Offer to the Guarantor when the Student chooses how and when to pay the Accommodation Fees. The Guarantor must complete, sign and return the guarantee part of the Offer to NSL by the date stipulated in the Offer. NSL may at its absolute discretion waive the requirement for the Student to provide a Guarantor.

3.1.3 The Student must pay NSL the Deposit of €300 at the time of making the application for the Accommodation.

3.1.4 The Student must pay the Utilities Charge capped at €50 per week to the Licensor on the occasion of the first rent instalment falling due after the resident has taken up occupancy.

3.1.5 The Utilities Charge is subject to annual review by the Licensor on the anniversary of the commencement of the Licence Period. If the utilities charge is revised upon such review the Licensor will notify the Student of the revised fee payable.

3.1.6 The Utilities Charge is a separate and distinct payment to the Deposit and is covered in the monthly rental amount once the resident has taken up occupancy.

3.1.7 **Payment Calculations**

3.1.7.1 The rent schedule will be calculated as follows:

€300 Deposit payable at the time of making the application for the Accommodation.
Rent Charges – Due 1st August 2026 – equivalent to 4 weeks rent

Rent Charges – Due 1st September 2026 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st September 2026 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st October 2026 – equivalent to 3.7 weeks
Utilities Charge – Due 1st October 2026 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st November 2026 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st November 2026 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st December 2026 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st December 2026 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st January 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st January 2027 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st February 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st February 2027 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st March 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st March 2027 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st April 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st April 2027 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st May 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st May 2027 - equivalent to 4.2 weeks total Utilities charge

Rent Charges – Due 1st June 2027 – equivalent to 3.7 weeks rent
Utilities Charge – Due 1st June 2027 - equivalent to 4.2 weeks total Utilities charge

3.1.8 **Deposit**

3.1.8.1 In order to secure booking of the Accommodation the Student must pay NSL the Deposit in the sum of €300.

3.1.8.2 Once the Period of Stay commences the Deposit will be held by NSL as a security deposit to act as credit against any Accommodation Fee arrears, bills owing or damage beyond normal wear and tear at the end of the Period of Stay or its earlier termination and the Licensor is entitled to apply the Deposit against these items.

3.1.9 The Student must pay to NSL:

a) the cost of supplying electricity gas and water over and above the amount typically used in comparable accommodation;

b) the reasonable costs properly incurred by NSL in connection with any request the Student makes for a change to their contract (for example, a change to the identity of the Guarantor, or a change in the method of payment). Nothing in this clause implies that the Student is entitled to demand changes to their contract. NSL has complete discretion whether to agree to a request for a change to the contract, and the onus is on the Student to show that there is a good reason why NSL should agree.

3.1.10 NSL may claim as damages from the Student:

a) the reasonable costs properly incurred by NSL in preparing for and/or taking enforcement action against the Student as a result of the Student's failure to comply with these terms and conditions, including the late or non-payment of Accommodation Fees and failure to vacate the Accommodation once the Student is no longer entitled to occupy it;

b) the reasonable costs incurred by NSL of reinstating the Accommodation and Contents to the condition they were in at the start of the Period of Stay if the Student does not care for them as required by these terms and conditions;

c) a fair proportion of the reasonable costs incurred by NSL for reinstating the Shared Areas and their Contents to the condition they were in at the start of the Period of Stay if the occupiers entitled to use them do not care for them as required by these terms and conditions and NSL cannot (after making a reasonable attempt) identify the culprit(s);

d) the proper and reasonable costs of cleaning the Accommodation and its Contents if the Student does not leave them clean at the end of the Period of Stay.

e) a fair share of the proper and reasonable costs of cleaning the Shared Areas and their Contents if the occupiers do not leave them clean at any time during the Period of Stay.

f) all costs and expenses incurred by NSL in defending or settling any claim brought by a third party as a result of the Student's actions or negligence and any compensation reasonably paid or ordered to be paid to a claimant (this includes any charges made by emergency services as a result of false alarms) and a fair proportion of the costs and expenses incurred by NSL if the claim relates to the Shared Areas or their Contents and NSL cannot (after making a reasonable attempt) identify the culprit(s);

g) all costs and expenses for damage or losses sustained by NSL as a result of any act or neglect of the Student's invited visitors;

3.2 **Care of the Accommodation and Shared Areas**

3.2.1 The Student must keep the Accommodation and its Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Student must return the Accommodation and its Contents to NSL in good clean condition and cleared of all the Student's personal belongings and rubbish.

3.2.2 The Student must follow the waste management and recycling procedures for the Building including the appropriate disposal of electrical items, ink cartridges, light bulbs, batteries and similar items.

3.2.3 Jointly with the other occupiers entitled to use them, the Student must keep the Shared Areas and their Contents reasonably clean and tidy during the Period of Stay. At the end of the Period of Stay, the Student must remove all their personal belongings and rubbish from the Shared Areas.

3.2.4 At any time during the Period of Stay, NSL may serve notice on the Student if the Student is not keeping the Accommodation in the condition required by these terms and conditions. The notice will give the Student 2 days to bring the Accommodation back to the required condition. If the Student does not do the work specified in the notice, NSL may arrange for the work to be done at the expense of the Student. NSL may also serve notice on the Student and other occupiers if they are not keeping the Shared Areas assigned to the Accommodation in the condition required by these terms and conditions. The Student and other occupiers will have to pay for the work specified in the notice if they have not done it themselves within 2 days of the notice.

3.2.5 The Student must not alter, decorate, damage or attempt to repair any part of the Building or its Contents, or remove any Contents. The following are examples of what will be treated as alterations or damage:

a) erecting wireless or TV aerials or satellite dishes; installing cable TV
b) overloading electrical installations
c) blocking pipes, drains or taps (fat, sanitary products, baby wipes and hair are the worst offenders)
d) allowing showers, baths, sinks or basins to overflow
e) marks or holes where things have been fixed to the walls, floors or ceilings

f) burns and scorch marks
g) changing, removing or adding locks to windows or doors
h) cracks or breakages of glass, or removal of any glazing
i) changing or damaging floor coverings
j) removing, replacing or installing curtains, blinds or fixings for them
k) erecting door cameras, ring doorbells, equipment and/or installations

3.2.6 The Student must report any damage to the Building or its Contents as soon as practicable after the Student becomes aware of it. In an emergency, the Student should contact a member of NSL staff immediately. In other cases, the Student should make the report using the method(s) notified to the Student from time to time. If the Student fails to report damage and as a result the damage becomes worse, NSL may claim from the Student for the cost of the additional damage that could have been prevented. The Student should not attempt to carry out any repair.

3.2.7 The Student will not be liable for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. The Student will be liable for damage over and above this level, including accidental damage, unless the insurer pays for it. NSL has discretion whether or not to claim against the insurance, because of the effect this may have on future premiums. NSL will exercise its discretion reasonably.

3.2.8 The Student should notify NSL within 2 days of taking occupation if there is any discrepancy between the condition of the Accommodation as described on the Inventory Form and the condition of the Accommodation as they find it. If the Student does not notify a discrepancy to NSL at the start of their occupancy, the Student may find it difficult to claim later that any damage was already present at check-in.

3.2.9 NSL may claim from the Student a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if NSL is reasonably satisfied that the damage or removal was caused by an occupier of the Building or their invited guest(s) but (after making reasonable investigations) NSL has not been able to identify the culprit.

3.3 **Restrictions on using the Accommodation**

3.3.1 The Student may use the Accommodation for residential and study purposes only. The Student may not use the Accommodation for business purposes, auctions or public meetings, or for any purpose which is illegal, or which is widely believed to be immoral.

3.3.2 The Accommodation is for occupation by a registered student only. The Student must provide written evidence to NSL to confirm their status prior to the period of stay. The Student must promptly notify NSL if the Student is not a registered student at any time during the Period of Stay. The Student will reimburse NSL for any reasonable costs incurred as a result of the Student losing their student status or failing to notify NSL that the Student's status has changed.

3.3.3 The Student must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. The Student will not neglect to do something if that neglect is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. Examples of things that are commonly regarded as nuisance are:

a) noise – whether from loud conversation, musical instruments, electrical devices, banging doors or any other source: if it can be heard outside the room where the noise occurs, it is probably too loud. Noise carries a long way at night and NSL may restrict access to gardens and other Shared Areas if people using them are causing a nuisance to others

b) lighting from televisions, computer screens and lamps (close the blinds)

c) smells – ventilate the kitchen when cooking, wrap and clear away waste food, comply with No Smoking rules, don't use incense or powerful air fresheners

d) having frequent or numerous guests (see also clause 3.4; for shared rooms see clause 7.1.10; for joint rooms see clause 8 for dual occupancy rooms.)

e) causing obstructions in the Shared Areas

f) leaving Shared Areas dirty after use

g) handing out leaflets, or posting them under doors

h) running a business from the Building

3.3.4 The Student must not place washing to dry on radiators or in direct contact with any other heated surface inside or outside the Accommodation. If drying or airing laundry in the Accommodation, the Student must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, the Student will be liable for the damage (this will normally be a proportion of redecorating costs, and the cost of cleaning or replacing textiles, after allowing for depreciation). The Student must not place washing to dry in any of the Shared Areas.

3.3.5 The Student must not display any notice or poster (other than a note of a domestic nature, such as "Back in 10 minutes") which is visible from outside the Accommodation, and must not hang or place any item outside the Accommodation.

3.3.6 Except for an animal trained to assist with a disability, the Student must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Building. The Student is advised to notify NSL before accepting their Offer if they intend to bring an assistance animal, because NSL may need to make reasonable adjustments to accommodate it. The Student will be liable for any damage which an animal causes in the Building if the damage is beyond fair wear and tear. If the Student has an assistance animal, the Student is responsible for keeping the animal under control and ensuring it does not cause a nuisance to others. If the Student is allergic to animals, s/he is also advised to notify NSL as soon as possible after receiving their Offer, so that NSL can try to avoid allocating the Student to accommodation which is close to an animal.

3.3.7 The Student must not keep any vehicle in their room unless it is a wheeled chair. For the purposes of these terms and conditions, "vehicle" includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares. "Vehicle" excludes skateboards, roller skates (which may be kept but not used in the Building), and small cycling tools or apparatus such as inner tubes, tyre levers and brake pads.

3.3.8 Parking for motorised vehicles is not available at every NSL site. Where parking or other vehicle restrictions apply this will be made clear in the advertising for the Building. On sites where parking is available, the Student must not park or keep any

motorised vehicle at the Building unless they have a valid applicable parking permit. Charges apply for parking at some sites, and these will be made clear in the advertising for the Building. Permits are subject to availability and the terms and conditions of the permit.

3.3.9 The Student agrees to comply with local parking restrictions and accepts that if they or their invited visitor(s) park at the Building without a parking permit, or in no-parking areas, or in breach of permit terms and conditions, the offending vehicle may be clamped or removed. The Student accepts that they will need to pay a release fee to the third party responsible for vehicle control at the site (charges will be posted locally). NSL does not accept liability for loss or damage arising from a vehicle being clamped or removed by a third party nor for any delay in its release.

3.3.10 The Student must not use a television set (or view television in the Accommodation by any other means requiring a television licence) without the applicable licence.

3.3.11 The Student must not use, store, distribute or supply controlled drugs or “legal highs” in or from the Building.

3.4 **Visitors**

3.4.1 Students in dual occupancy rooms who have a Permitted Occupier living with them may not have an overnight guest save for the Permitted Occupier.

3.4.2 In rooms that are not let on a joint tenancy (ie single rooms and twin rooms), the restrictions in clauses 3.4.3 to 3.4.7 apply.

3.4.3 The Student may have visitors at reasonable times, with reasonable frequency, provided that visitors do not cause a nuisance or annoyance to other residents in the Building. The Student may have a maximum of one overnight guest for a maximum of two nights in any one week, provided that does not cause a nuisance or annoyance to other residents in the Building. The Student must not host any party in the Shared Areas.

3.4.4 The Student is responsible for all visitors they invite into the Building and if NSL or anyone else suffers loss, damage or injury as a result of the visitor’s actions or negligence, the Student must indemnify (pay compensation to) the person or persons affected, and may also be liable to pay their legal fees and expenses.

3.4.5 The Student must co-operate if a member of NSL staff requests a visitor to leave the Building.

3.4.6 The Student must not allow anyone else to live in the Accommodation or in any of the Shared Areas.

3.4.7 Additional restrictions on visitors apply to occupiers of twin rooms: see clause 7.1.10.

3.5 **Health and safety**

3.5.1 The Student must have proper regard for their own safety and the safety and welfare of other people whilst at the Building, and take reasonable precautions to avoid the risk of injury.

3.5.2 The Student must not use or keep any item at the Accommodation which is likely to present a risk to themselves or others in the Building. Examples of such items are:

a) firearms (even if licensed), BB guns, air pistols, air rifles or any other item which is a weapon, replica weapon or which NSL reasonably believes the Student intends to use as a weapon

b) combustible, flammable, inflammable, or explosive materials except in very small quantities normally used in homes, such as paper, hair-spray, aerosols. Cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, paraffin heaters or any other heating equipment, lamps or other lighting equipment and deep fat fryers must not be kept or used in the Building (this clause does not apply to lighting and heating equipment provided by NSL)

c) controlled drugs or any other thing which it is illegal to use or possess

3.5.3 The Student must not in any way interfere with or mis-use any item in the Building for the prevention or detection of fire. Examples of interference or mis-use include:

a) covering smoke alarms

b) smoking in No-Smoking areas

c) setting off alarms without good reason

d) propping fire doors open

e) removing or defacing fire exit signs

f) obstructing or misusing escape routes.

3.5.4 For the safety of residents, fire and smoke detection in the Building is extremely sensitive. It may be activated by spraying perfume, air freshener or other aerosols, steam from showers or kettles, burning toast or other food. NSL will caution the Student if the Student accidentally activates fire or smoke detection equipment for the first time. If the Student accidentally activates the equipment a second or subsequent time, they will be liable for the proper and reasonable costs of re-setting the equipment and logging the incident. The Student will be liable for the costs of deliberately activating equipment without good reason, even if it is the first time.

3.5.5 The Student must attend a fire training session if required to do so by NSL. Details of such training will be made available when, or soon after, the Student takes occupation.

3.5.6 The Student must not smoke or vape in or on any part of the Building.

3.5.7 To reduce the risk and impact of fire, the Student must obtain written consent from NSL before bringing any of the following items into the Building. NSL may refuse to give consent if (in its reasonable opinion) the item is a potential hazard.

a) upholstered furniture;

b) beds, upholstered headboards, mattresses;

c) sofa-beds, futons, other convertible seating-sleeping items;

d) scatter cushions, seat pads;

e) loose or stretch covers for furniture;

f) electrical appliances (see clause 3.5.9 for test requirements);

3.5.8 NSL's consent is not required for

a) pillows, duvets, blankets or sleeping bags;

b) sheets, pillowcases, valances, loose mattress covers;

3.5.9 If the Student wishes to use their own electrical appliance in the Building, the appliance must first pass a portable appliance test and the Student must show evidence to NSL that the appliance passed the test within 6 months of the start of the Period of Stay.

3.5.10 The Building's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. The Student must not act or be careless in a way which increases the likelihood of an Insured Risk occurring. Failure to comply with these terms and conditions, particularly those relating to health, safety and security, is likely to increase the likelihood of an Insured Risk occurring. If the Student's actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, the Student will be liable for that loss or damage. If the Student's actions or carelessness cause the insurer to increase the insurance premium, the Student will be liable for the amount of the increase.

3.5.11 The Student must comply with all notices and guidance relating to health and safety which may be posted in the Building or circulated by NSL from time to time.

3.5.12 The Student must immediately comply with the requests and directions of NSL staff where these relate to health and safety or security and must promptly leave the Building if the fire or smoke alarm sounds.

3.5.13 The Student must treat NSL staff, and others in and around the Building with respect and must not use threatening, abusive or violent language or behaviour towards others or bully or harass them.

3.5.14 The Student must notify NSL promptly if the Student becomes aware of any hazard (for example trip hazards, broken glass, vermin, or electrical faults) in the Building, or of any fire or other incident resulting in injury or damage.

3.5.15 In some buildings, the windows have safety mechanisms to prevent them from opening to the extent where there is a risk of someone falling out. The Student must not override or adjust any such safety mechanisms or any other window fittings.

3.5.16 The Student is required to provide NSL with contact details of a relative or other suitable person whom NSL can contact in an emergency. NSL is not liable for any damage, loss, illness or injury which the Student suffers as a result of NSL being unable to contact the nominated person or if the Student has not nominated a point of contact.

3.5.17 NSL staff may remove any item from the Building which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item is illegal, NSL may hand it over to the police, without liability to the Student or the owner of the item. If the item is perishable or a living thing, NSL will dispose of it in the way NSL reasonably considers to be appropriate, without liability to the Student (and the Student shall be liable to pay any compensation due to the owner of the item if it does not belong to the Student). Otherwise, NSL will give the Student a receipt for the item and will store it until the end of the Period of Stay. The

Student will be liable for reasonable storage costs. If the Student has not collected the confiscated item within 7 days after the end of the Period of Stay, NSL may dispose of the item in accordance with clause 3.8.5.

3.6 **Security**

3.6.1 The Student must not leave the Accommodation unoccupied for more than two weeks without first notifying NSL.

3.6.2 The Student must close (and if the window has a locking function, must lock) the window(s) of the Accommodation before leaving the Accommodation and must not leave the door of the Accommodation propped or wedged open at any time.

3.6.3 The Student must close (and if the window has a locking function, must lock) the window(s) of any Shared Areas if they are the last person to leave that area.

3.6.4 The Student must ensure that the external door is locked after they enter or leave the Building.

3.6.5 The Student should not allow any person into the Building unless they know who they are or the visitor shows satisfactory identification. For their own safety and that of other residents, the Student should use reasonable efforts to make sure that nobody follows them into the Building. The Student is under no obligation to endanger their personal safety. If they are afraid to challenge a potential intruder, or if they are followed into the Building by someone whom they do not know to be a resident, they should immediately telephone the number provided by NSL at check-in.

3.6.6 If the Student leaves their personal belongings in the Shared Areas, they do so at their own risk.

3.6.7 The Student must not advertise any event at the Building on any social networking site or in any other way attract casual callers to the Building.

3.6.8 The Student must notify NSL promptly if the Student becomes aware of any threat to security in the Building, such as a suspicious person or package, or if a door or window will not lock.

3.6.9 The Student must comply with all notices and guidance relating to security which may be posted in the Building or circulated by NSL from time to time.

3.6.10 The Student must not mark or label any keys or access devices with the address of the Building or the Accommodation. The Student may label keys or access devices with their telephone number, as long as the label is removable without marking or damaging the key/access device. If the Student loses a key or access device, or it is stolen, the Student must report the loss or theft to NSL immediately.

3.7 **Privacy and access**

3.7.1 The Student must respect the privacy and possessions of other occupiers in the Building.

3.7.2 The Student must give NSL access to the Accommodation for the following purposes:

a) showing the Accommodation to prospective occupiers;

b) inspecting the Accommodation to ensure the Student is complying with their obligations in these terms and conditions or for any other reasonable purpose;

c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Building;

d) remedying any breach of the Student's obligations in these terms and conditions if the Student has failed (after being given reasonable notice) to remedy the breach;

e) to abate a nuisance;

f) to deal with an emergency;

g) if the Student has not responded to NSL's requests to make contact;

h) for any other reasonable purpose connected with the management of the Building;

3.7.3 NSL will normally give the Student 7 days' notice of wishing to have access to the Accommodation for planned maintenance and 24 hours' notice for viewings and routine inspections. Notice may be posted in the Shared Areas or given by email; the Student may not receive personal notification. NSL will be entitled to enter the Accommodation without notice to carry out repairs requested by the Student, to rectify a breach of the Student's obligations, to abate a nuisance, to deal with an emergency or if NSL has serious concerns about the Student's welfare.

3.7.4 If the Offer is for a licence, the Student will not have exclusive possession of the Accommodation. The Student must give NSL access for the purposes set out in clause 3.7.2 and at any other time when NSL reasonably requires access. The Student must also allow any other person whose Accommodation is in the same room to enter and leave the room at any time.

3.7.5 NSL does not need to give notice if it requires access to Shared Areas, even if these are within a Flat.

3.8 **At the end of the Period of Stay**

3.8.1 The Student must leave the Accommodation and Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Accommodation and Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it.

3.8.2 The Student (jointly with other occupiers) must leave the Shared Areas and their Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Shared Areas and their Contents should be left in a similar condition and position at the end of the Period of Stay to the condition and position they were in at the beginning of it.

3.8.3 The Student must either:

a) Book and attend a check-out inspection with a member of NSL staff (at a time to be agreed) and sign a copy of the inspection report; or

b) opt for a fast-track check-out and sign a check-out waiver (this means that the Student will not have the opportunity to discuss any faults identified at the check-out inspection and the inspection report will be taken as a true and accurate record of

the condition of the Accommodation and Contents at check-out).

3.8.4 The Student must return to NSL all keys and access devices to the Accommodation and the Building on or before the last day of the Period of Stay.

3.8.5 The Student must remove all their belongings from the Building and place all their refuse in the designated bin stores. NSL is not liable for any loss or damage to property which the Student leaves behind. If the Student leaves any item which appears to NSL staff to be of value (around €100 or over), NSL will make reasonable attempts to contact the Student to give the Student the opportunity to collect it. If NSL is unable to contact the Student, or if the Student does not collect the item within 2 weeks of the end of the Period of Stay, NSL may dispose of the item as it thinks fit. If NSL sells the item, it may deduct the cost of sale and storage from the proceeds. In other cases, NSL shall be entitled to claim from the Student the costs reasonably incurred in disposing of the item.

3.9 **Official notices**

If the Student receives an official notice about the Accommodation or the Building, the Student must promptly forward it, or provide a copy of it, to NSL. Examples of official notices include letters or bills regarding council tax, TV licences or utility supplies.

3.10 **Complying with the law**

The Student will comply with all relevant legislation and other legal requirements relating to the Student's use and occupation of the Building.

4 NSL'S OBLIGATIONS

4.1 **Role of NSL as managing agent**

NSL may own the Building, or it may have been appointed by the owner of the Building to act as managing agent. In either case, NSL will be the Student's point of contact for all matters relating to the Accommodation. NSL is deemed to have carried out its obligations in these terms and conditions if those obligations have been carried out by someone else on NSL's behalf. If NSL is acting as a managing agent, it will have the same rights and powers as the owner of the Building for the purposes of these terms and conditions.

4.2 **Care of the Building**

4.2.1 At the start of the Period of Stay, NSL will ensure that the Building and its Contents are in clean and sound condition. If the Student reports any significant discrepancy between the condition described on the check-in report and the condition of the Accommodation as it actually is, NSL will carry out appropriate maintenance, repair or replacement within a reasonable time of the Student reporting the defect.

4.2.2 NSL will keep the Building and its Contents in good repair and proper working order.

4.2.3 NSL shall not be liable for loss of or interruption to any services to the Building if reasonable attempts have been made to restore the supply.

4.2.4 NSL shall not be liable to carry out any repair or replacement until NSL becomes aware that the repair or replacement was needed.

4.3 **Insurance**

4.3.1 NSL will keep the Building insured against such risks as it considers reasonably necessary.

4.3.2 NSL will provide the Student with a copy of the current insurance policy on request.

4.3.3 If damage by an Insured Risk occurs, NSL will spend the money paid by the insurer on repairing or rebuilding the Building, but only if:

a) NSL is able to obtain all necessary permissions;

b) repair or rebuilding is economically feasible and reasonably practicable.

4.3.4 If the Accommodation becomes uninhabitable because of an Insured Risk then, as long as the Student has not invalidated or substantially reduced the insurance cover by their own action or neglect:

a)
(i) NSL will use reasonable endeavours to provide the Student with comparable substitute accommodation until the end of the Period of Stay or, if earlier, until the Accommodation is fit for habitation; and
(ii) NSL will pay the Student such relocation expenses as are reasonable in the circumstances; or

b) if NSL is unable to provide comparable substitute accommodation, NSL will release the Student from their accommodation contract without charge, but without being liable to pay the Student compensation other than reasonable relocation expenses.

Substitute accommodation will be comparable, and the Student must accept it, if it is similar in size, amenity and location to the Accommodation. If NSL provides substitute accommodation, these terms and conditions shall apply whilst the Student is in occupation of it.

5 HOW THE CONTRACT MAY COME TO AN END

5.1 When the Period of Stay expires:

5.1.1 The licence will automatically come to an end when the Period of Stay expires.

5.1.2 By the end of the Period of Stay, it is likely that NSL will already have agreed to let the Accommodation to someone else. If the Student does not leave the Accommodation by the last day of the Period of Stay, and as a result NSL has to house the new student somewhere else, NSL will claim the costs of the substituted accommodation from the Student. NSL will also claim its legal costs from the Student and any other costs reasonably incurred in recovering possession of the Accommodation. The Student will be liable to pay NSL for the Student's use of the Accommodation for any period after the end of the Period of Stay.

5.2 Termination by the Student before the Period of Stay expires

5.2.1 NSL agreed to allow the Student to occupy the Accommodation on the basis that the Student agreed to take the Accommodation for the full Period of Stay. Once the Student has accepted the Offer, the Student shall only be entitled to end their contract with NSL in accordance with these terms and conditions.

5.2.2 The Student has a 'cooling-off' period. The Student may cancel their contract by giving NSL written notice (which may be sent by post or email, but not fax) that the Student wishes to cancel. The notice must reach NSL (i) by the end of the 5th working day after the day NSL confirms to the Student that their accommodation booking has concluded. From the 1st August, the 'cooling-off' period is reduced to

48hours after NSL confirms to the Student that their accommodation booking has concluded. When NSL starts to provide the Student with services the cooling-off period will end, even if the Student completed the booking process only two or three days beforehand.

5.2.3 If the Student does not validly cancel their contract between 2nd October - 30th April, the Student must pay the Accommodation Fees in full for the Period of Stay unless and until all of the following conditions are met:

a) a replacement occupier, reasonably acceptable to NSL, agrees to take the Accommodation for the remainder of the Period of Stay (NSL will use reasonable endeavours to help the Student find a replacement, but cannot guarantee that a replacement will be available);

b) the Student has paid all sums due under their contract for the Accommodation.

The replacement occupier must not already be in NSL housing. If the Student introduces the replacement occupier, that replacement shall be allocated to the Accommodation. If the Student does not introduce a replacement occupier, NSL shall be entitled to allocate prospective occupiers to rooms that are already available to let, until all such rooms are occupied, before allocating a replacement to the Accommodation and releasing the Student from his/her contract.

5.2.4 If the Student's contract is validly terminated under clause 5.2.3:

a) NSL will refund to the Student a fair and reasonable proportion of any Accommodation Fees which the Student has already paid, calculated according to the period during which the Accommodation is let to someone else. The Student is liable to pay Accommodation Fees up to the date the Accommodation is re-let to the replacement occupier, even if that is some time after the date the Student moves out of the Accommodation. (If the Accommodation is not re-let before the end of the Period of Stay, NSL will not refund any pre-paid Accommodation Fees.)

5.2.5 NSL may make the Accommodation available to other occupiers for room transfers, but transfers will not be treated as replacements for the purposes of releasing a Student who wants to end their contract early. Refunds of Accommodation Fees will only be given if and when the void in the Building caused by the Student's early departure has been filled and there is no loss to NSL. NSL's acceptance of the keys at any time shall not in itself be effective to terminate the Student's agreement while any part of the Period of Stay remains unexpired.

5.3 **Termination by NSL before the Period of Stay expires**

5.3.1 This is a fixed term agreement for the full period detailed in Summary of Core Terms of this agreement. Notwithstanding, where the licensee believes the licensor to be in breach of his/her obligations the licensee is required to write to the licensor detailing the alleged breach of obligation providing the licensor 14 days to remedy the matter. If the licensor is in breach of his/ her obligations and the matter is not resolved within the 14 days provided, the licensee may terminate the agreement by providing 28 days written notice. The Licensor shall refund to the Licensee and advance rent paid for the remainder of the Licence Period following the termination or surrender, less any costs associated with repairs and/or cleaning in line with clause , and the reasonable administration costs of the licensor and/or Operations Manager.

5.3.2 NSL may terminate the contract with the Student if the Accommodation becomes unfit for habitation for reasons beyond NSL's control and, despite reasonable endeavours, NSL is unable to provide the Student with suitable alternative accommodation (see also clause 4.3.4).

5.3.3 NSL may terminate the contract with the Student and reclaim possession of the Accommodation if any Accommodation Fees remain unpaid for 14 days or more after the due date for payment and NSL reasonably believes that the Student has stopped living in the Accommodation. If NSL exercises its right to end the contract in this way, the Student's licence or tenancy will end as soon as NSL reclaims possession. NSL will deal with any abandoned property in accordance with clause 3.8.5 of these terms and conditions.

5.3.4 If the contract is terminated early NSL will refund a fair proportion of pre-paid Accommodation Fees to the Student as soon as possible after the termination becomes effective, PROVIDED THAT NSL will only give a refund for the period during which the void in the Accommodation caused by the Student's early departure has been filled and there is no loss to NSL

5.3.5 The conditions which apply to the Student being released early from this agreement, as set out in clause 5.2.3, and the "No Refunds" policy in clause 5.3.4 shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of NSL's obligations in these terms and conditions.

5.4 **Relocations and transfers**

If the Student is relocated during the Period of Stay, the Offer and its Applicable Terms will apply to the substituted accommodation.

5.4.1 The Student may request a transfer, but transfers are subject to there being places available. NSL is not under any obligation to allow the transfer.

5.4.2 NSL reserves the right to relocate the Student to comparable alternative accommodation during the Period of Stay where it is reasonable to do so. (For example, it will be reasonable to relocate the Student if their Flat is under-occupied or badly damaged).

If the Student is relocated during the Period of Stay, the Offer and its Applicable Terms will apply to the substituted accommodation.

5.5 **Refund of Deposit**

5.5.1 Should the Student cancel the booking within 24 hours the Student will be refunded the Deposit in full.

5.5.2 Should the Student cancel the booking after 24 hours but prior to the commencement of the Period of Stay the Student will be refunded the Deposit less an administrative fee of €50.

5.5.3 If this agreement terminates at the end of the selected Period of Stay the Student will be refunded 100% of the Deposit. This refund is subject to the Accommodation not being damaged, being left in a clean and tidy condition and there being no fines levied in connection with this Licence.

5.5.4 Refund of the Deposit is subject to payment of the Accommodation Fee and associated charges being up to date. The Licensor shall be entitled to use the Deposit as credit against any costs it incurs for cleaning, repair and replacement of damaged items and against settlement of any monies owed by the Student to the

Licensor.

5.5.5 The Student must submit a cancellation form to the Licensor if it wishes to terminate the Licence prior to the end of the Period of Stay.

5.5.6 Should this Agreement be terminated by the Student during the Period of Stay the Student will still be liable to pay the Accommodation Fee in full for the whole of the Period of Stay. The Licensor will use its reasonable endeavours to re-licence the Accommodation and in the event that the Licensor is able to re-licence the Accommodation the Student will be entitled to receive credit for the balance of the Accommodation Fee (less the Deposit as referred to in this clause) paid by the Student in advance which corresponds to the period in which the Accommodation is re licenced.

6 MISCELLANEOUS

6.1 Notices

6.1.1 Notices sent by NSL will be deemed to have been properly served on the Student if:

a) sent by registered post to the Accommodation or the Student's last-known address, or left at the Accommodation; or

b) sent by email to the Student's last-known e-mail address.

6.1.2 Notices sent by the Student will be deemed to have been properly served on NSL if:

a) sent by registered post to NSL's address (either the address on the summary page of these terms and conditions, and in the Offer or such other address as NSL may subsequently have notified to the Student); or

b) sent by email to an email address notified to the Student by NSL (either the address on the summary page of these terms and conditions, and in the Offer or such other email address as NSL may subsequently have notified to the Student).

6.1.3 Notices delivered by hand will be deemed to have been served the day after delivery.

6.1.4 Notices sent by registered post will be deemed to have been served two working days after posting.

6.1.5 Any notice given in connection with the Student's contract must be in the English language. All other documents provided in connection with this agreement must be in the English language, or accompanied by a certified English translation. If these terms and conditions or any document relating to them is translated into any other language, the English language text shall prevail.

6.2 Data Protection

6.2.1 The Student agrees that NSL may process relevant information about the Student or the Student's visitors and any emergency contact person nominated by the Student, for all lawful purposes connected to the Student's contract. This may include disclosing relevant information about the Student to their institution of study, the Guarantor, the police, other law enforcement agencies, the Department of Social Protection, utility companies, local authorities, immigration authorities or

other government agencies, or any person who needs a reference. NSL will give out information about the Student if it has to in order to comply with a court order. This clause includes personal data classed as 'sensitive', such as information about health, ethnicity and criminal records.

6.3 **Limitation of liability**

6.3.1 In these terms and conditions, NSL excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

a) if NSL cannot get in touch with a student's nominated emergency contact – see clause 3.5.16

b) if a vehicle is parked without permit and is clamped or towed away – see clause 3.3.9

c) confiscation of items - see clause 3.5.17

d) lost property- see clause 3.8.5

e) interruption to services- see clause 4.2.3

f) repairs- see clause 4.2.4

g) if the Accommodation is badly damaged or destroyed- see clause 4.3.4(b)

h) internet suspension- see clause Error! Reference source not found.

i) disruption caused by works – see clause 6.5

6.3.2 NSL will not be liable to the Student for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control.

6.3.3 With the exception of claims for death or personal injury, NSL's total liability under the Student's contract is limited to the Accommodation Fees.

6.4 **Advertising**

6.4.1 Any advertisements of the Building, or show flats at the Building are indicative of the type of accommodation at the Building. Whilst these representations are made in good faith, NSL does not guarantee that the Accommodation allocated to the Student will be exactly the same as that shown. There is likely to be some minor variation from Flat to Flat in size, colour schemes, furnishings and Contents.

6.4.2 A list of the Contents typically provided with the Accommodation is given on NSL's website at www.nowstudents.co.uk or www.herestudents.com where a Building is marketed under the Here! Student Living brand. Items which appear in advertising or show flats but which are not on that list should be regarded as being for display purposes only, and they will not be provided with the Accommodation.

6.5 **Disruption caused by works**

NSL may carry out works on any property they own or manage near or next to the Accommodation. NSL will, where possible, give the Student advance notice of any such works. Whilst NSL will use all reasonable endeavours to minimise disturbance and inconvenience to the Student, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable. NSL will not be liable to the

Student for noise, dust, vibration, interruption of services, disturbance or inconvenience to the Student caused by any such works.

6.6 **If NSL does not enforce the Student's contract immediately**

If NSL fails to exercise any right or remedy provided in these terms and conditions, or by law, that failure shall not constitute a waiver of that (or any other) right or remedy. NSL will not be prevented or restricted from further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

6.7 **Governing law and jurisdiction**

This accommodation shall be governed and construed in accordance with the laws of Ireland. Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

6.7.1 The Student and NSL may, if they agree, use negotiation, mediation, arbitration or adjudication as an alternative to court proceedings.

6.7.2 The rights and remedies provided in the Student's contract are in addition to, and not exclusive of, any rights or remedies provided by law.

7 **TWIN ROOMS**

Where the room type specified in the offer is "twin" the following terms and conditions apply in addition to clauses 1 to 6 and 8.

7.1 Each occupier is individually liable to pay their Accommodation Fees, and any Interest or charges for late payment relating to them.

7.2 Neither occupier will have exclusive possession of the shared room.

7.3 During the Period of Stay, the Student must treat the other occupier with consideration, courtesy and respect. The Student must not use property belonging to the other occupier, or Contents designated for the sole use of that occupier, without their consent. The Contents designated for the sole use of each occupier are: bed, mattress, bedside cabinet.

7.4 There may be times when occupiers of twin rooms are not compatible. The Student is encouraged to try and resolve any differences with the other occupier, and be prepared to make reasonable compromises. If the Student finds living with the co-occupier intolerable (despite reasonable efforts to get along) the Student should report the circumstances to NSL. NSL will use reasonable attempts to accommodate the Student in comparable alternative accommodation, subject to availability. The Student shall not be liable to pay any relocation fees to NSL, or be entitled to any compensation from NSL, if the Student relocates under this clause 7.1.4.

7.5 NSL may request the Student to move to comparable alternative accommodation for any of the following reasons:

a) to avoid under- or over-occupancy of twin rooms;

b)where the Student and/or their co-occupier cause nuisance or annoyance to each other or to the occupiers of other rooms nearby;

c) to promote equality and diversity;

d) some other substantial reason.

The Student shall not be liable to pay any relocation fees to NSL, or be entitled to any compensation from NSL, if the Student relocates under this clause 7.1.5. The Student may be liable to pay compensation to NSL if the Student does not co-operate with NSL's request and NSL has to take legal action to enforce this clause

7.6 The Student will not necessarily have a licence of the same duration as the other occupier of the twin room. If one of the occupiers leaves, NSL may introduce a replacement occupier and the Student will not be entitled to object. The replacement occupier will be a student and will be of the same gender as the remaining occupier.

7.7 The occupiers are jointly and individually liable for taking care of the room and its Contents. This means that NSL may charge either or both of them for failure to comply with these terms and conditions (such as damage, cleaning, removal of rubbish and missing Contents). NSL will charge the occupier responsible if NSL is reasonably satisfied that only one of them is at fault. Otherwise, NSL may charge either or both occupiers, using its reasonable discretion.

7.8 At the end of the Period of Stay, both occupiers are responsible for leaving the room and its Contents in a clean, tidy and undamaged condition. If one of the occupiers intends to leave before the other, it is advisable to discuss cleaning and tidying arrangements. The first to depart may wish to take photographs showing how they left the room. Each occupier will have to pay an equal share of any cleaning or damage charges, even if they believe the other occupier was at fault, unless they can prove to NSL's reasonable satisfaction that the room was in a satisfactory condition when that occupier returned their keys.

7.9 NSL will only carry out one check-out inspection for the room. It is in the interest of both occupiers to attend it.

7.10 Visitors to a twin room are not permitted unless:

a) there is no co-occupier; or

b) the co-occupier is out; or

c) the co-occupier agrees to the visit.

8 DUAL OCCUPANCY

8.1 The Offer will confirm the basis on which the Accommodation is let. The Accommodation may be let to any one of the following:

8.2 A single Student with no Permitted Occupier: In this case the Student must not have anyone living in the Accommodation with them.

8.3 A single Student with a Permitted Occupier: In this case the named Permitted Occupier is allowed to live in the Accommodation with the Student , but the Student alone is liable for the Accommodation Fee and for the actions and omissions of the Permitted Occupier. If the Student vacates, the Permitted Occupier must also vacate unless the Licensor agrees to accept the Permitted Occupier as a licensee. If the Student does not want the Permitted Occupier to live with them any more, the Student can ask the Permitted Occupier to leave (subject to any legal rights the Permitted Occupier may have). The named Permitted Occupier must not be replaced by anyone else without the Licensor's prior written consent (which is at the Licensor's discretion). The Accommodation Fee is payable for the Accommodation in full, whether or not the Permitted Occupier is in occupation.

8.4 Nobody may occupy the Accommodation unless they are either a Student or a Permitted Occupier. The Licensor will not unreasonably refuse requests for changes to a licence, but any changes are subject to:

a) the legal rights of any occupier;

b) the suitability of any replacement or additional occupier;

c) payment of the Licensor's reasonable fees for dealing with and implementing the request;

d) the Student and any other person affected by the request agreeing to the Licensor's reasonable terms (including the termination of a licence and the grant of a new licence, where appropriate); and

e) the Licensor's reasonable discretion.

8.5 For the purposes of clause 3.3.2 each occupier of the Accommodation must be a full-time registered student throughout the Period of Stay.

Signatures

TENANTS

LANDLORD