

Full Academic Year

The Office
Milligan Court
Connaughton Road
Sligo
Co Sligo
Phone: 071 91 46754
Email: info@milligancourt.ie
Web: www.milligancourt.ie

Please Read

Dear Student

Welcome and thank you for your interest in Milligan Court Apartment Accommodation Complex for the Academic Year 2020-21.

You have booked for the full duration of the Academic Year and consequently your Period of Residency will run from 3RD September 2020 to the 21ST of May 2021.

Please read the attached Licence Agreement which you will need to sign and date. Your Parent/Guardian will also need to sign and date the Guarantee Section (on the last page). If you have any questions please feel free to contact us. The signed Licence Agreement must be returned to the Office **BEFORE CHECK-IN**. Failure to return the fully signed Licence Agreement may delay your check-in and keys cannot be issued to you until we have received this.

The Licence Agreement is for a fixed period and should you wish to depart earlier you will remain liable for all Licence Fees due until 21ST May 2021. No refunds can be made if you depart early as detailed in the Cancellation Policy included in the Licence Agreement.

Please sign and date the Inventory & Schedule of Condition which will be found in your accommodation and return to the office **no later than 7 days** of your check-in date.

You can come to the office, collect keys and move in from 9am on 3rd September 2020. **Our office opening hours are 9am to 5pm on Monday to Friday and closed at weekends.** You may be able to move in out of office hours but **only with prior arrangement** so please contact us with your arrival date and approximate time. We will email you prior to arrival, to confirm payment and provide a Welcome Letter containing some useful information.

Thank you for choosing Milligan Court for your accommodation requirements for this year and we hope you will be very happy here.

**Milligan Court
Residence Management Team**

Period of Residence from 3rd September 2020 to 21st May 2021

LICENCE TO RESIDE**Between**

- (i) Milligan Court, Student Accommodation, Connaughton Road, Sligo, Co Sligo and
- (ii) The Student Occupier, of the second part ("You").

Please ensure that You read the Licence Agreement carefully and understand all of the terms and conditions. If You are unsure or do not understand any of the terms within this Agreement we strongly recommend You obtain independent advice before signing. Once You have signed this document you are legally bound by its contents and conditions.

DEFINITIONS

"The Premises" and "The Building" and "The Complex" and "The Residence" means any part of Milligan Court's accommodation located in Sligo.

The "Apartment" means the whole Apartment of which the Room forms part and is included in the definition. This includes bedrooms, bathrooms, en suites, kitchens, balconies and living areas.

The "Room" includes the fixtures and fittings therein, the carpets, doors and internal glass, but excludes Service Media within the Room.

"Common Parts" means the entrance halls, stairs, corridors, landings, gardens, balconies, grounds, car parks, laundry rooms and offices and all other common areas within the Complex provided for the benefit of all student occupiers.

"The Inventory" is the contents list and schedule of condition listed at the start of the licence period. It contains a list of all furniture, fixtures, contents and effects and the condition of the Apartment.

"Contents" means the furnishings and effects listed in the Inventory. A copy of such Inventory is furnished to your Apartment upon arrival. You must return a signed copy and report any discrepancies within the report within 7 days to the office. If the signed Inventory is not returned within this period the Inventory records will be as per Milligan Court Resident Management's records.

"Service Media" means central heating and hot water systems, electrical services for power and lighting, drainage and water services; and any data or phone or internet services provided.

"Period of Residence" means the period selected by You for the full academic year.

The "Residence Management" means any person authorised by Milligan Court to act on Milligan Court's behalf in relation to the student occupancy; a letting or management agent or a solicitor, for example.

The "Deposit" means the Booking and Damage Deposit and is to cover all costs and charges associated with the Apartment such as but not limited to water charges, cable TV, TV License, refuse, communal lighting etc.

The "Student Occupier" of the second part "You" includes all those persons sharing the Room/Apartment. References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.

INTERPRETATION

- The expressions "Milligan Court" and "Residence Management" include the person who at any particular time has the right to receive the Licence Fees under this Agreement.

- Any obligation on the student occupier not to do any act or thing and shall include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by any other person.
- Any terms defined in the Student Code of Conduct shall have the same meaning as these Terms and Conditions.

This Agreement is a licence and not a tenancy. This means You have the right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means Milligan Court Residence Management have the right to:

- Enter the Room at any time for any reason as referred to in this Agreement;
- Require You to move to a different Room as referred to in this Agreement;
- Where your Room is of a shared type Milligan Court Residence Management requires You to share it with another person.

By accepting this Agreement You are entering into a legally binding contract with Milligan Court, which for the Period of Residence and subject to the terms of this Agreement, gives you the right to live in the Room and to use Communal Areas. However, if you breach any of the terms of this Agreement Milligan Court shall be entitled to take action against you.

1. DEPOSIT

The Deposit is payable to the bank details listed on Page 6 or over the phone with credit/debit card, secures the booking and once the Period of Residence starts it acts as security for the performance of Your obligations. The Deposit will act as credit against any Licence Fee arrears, bills owing or damage beyond normal fair wear and tear at the end of the Period of Residence. Deposits are registered with the Residential Tenancies Board (RTB). Milligan Court shall be entitled to draw on the Deposit at any time in payment of any sums due from or expended or expendable on behalf of You in accordance with the terms of this Agreement, and shall return the balance of the Deposit to You within 4 weeks of the termination of this Agreement and once You have vacated the Room/Apartment. If any of the items listed in the Inventory and Schedule of Condition are missing or in poor condition at the end of Your Period of Residence the cost of replacing them will be deducted from your Deposit and further costs above the Deposit amount may be required. See Pages 6 and 7 for full details on the Inventory & Schedule of Condition.

1. LICENCE FEES & PAYMENT SCHEDULE

(€300.00) Booking and Damage Deposit *With your Application You need to pay €300.00 and this acts as a booking deposit and is retained as a damage deposit once You move in. This Booking and Damage Deposit is retained for the duration of your stay and the cost of Registering the Deposit with the RTB is included in the price.*

(€675.00) Utility Charges*
(Included with first payment)

This charge is to cover all costs and charges associated with the Apartment, Cable TV, TV License, Refuse Collection, Building Maintenance, Unlimited WiFi etc. Each Apartment is metered for pre-pay electricity, and is topped up with €175.00 once You collect the keys. The pre-pay meters allow students to monitor and have greater control over their electricity usage on a daily basis. When the €175.00 electricity allowance is used up students can purchase additional credit by downloading the Pinergy App, topping up online at www.pinergergy.ie, from the office or in local shops displaying a Payzone sign.

Licence Fees/Payment Schedule (Includes the €675.00 Utility Charges listed above but not the Deposit)
 A €50.00 Late Payment charge will be incurred for all payments received after the dates below.

Room Type	TOTAL DUE (PLEASE CIRCLE)	Payment 1 Due by 24/08/2020	Payment 2 Due by 19/10/2020	Payment 3 Due by 14/12/2020	Payment 4 Due by 15/02/2021
2 Bedroom, 1 Bathroom Townhouse or Apartment	<u>Single €4,750</u>	€1,950	€950	€950	€900
Single	<u>Double or Twin €5,100</u>	€2,200	€1000	€1000	€900
Double or Twin (single occupancy)	<u>Twin Sharing €3,500</u>	€1,700	€750	€650	€400
Twin Sharing (per person sharing)*					
3 Bedroom Apartment (2 singles with shared bathroom & 1 double/twin en suite)					
Single	<u>Single:€4,750</u>	€1,950	€950	€950	€900
Double en suite (single occupancy)	<u>Double:€5,200</u>	€2,300	€1050	€1050	€800
Sharing Double en suite (per person sharing)*	<u>Double Sharing €3,750</u>	€1,950	€650	€700	€450
**Luxury 1 Bedroom Apartment (single occupancy)	<u>€6,450</u>	€3,200	€1,200	€1,100	€950
Sharing Double Room (per person sharing)	<u>€4,000</u>	€2,000	€800	€700	€500
**Luxury 2 Bedroom, 2 Bathroom Townhouse or Apartment -					
Single (own bathroom)	<u>Single €5,050</u>	€2,400	€950	€950	€750
Double en suite Room (single occupancy)	<u>Double €5,400</u>	€2,500	€1,100	€1,100	€700
Sharing Double en suite Room (per person sharing)	<u>Double Sharing €4,050</u>	€1,900	€750	€750	€650

2 Double Bedroom, 1 Bathroom Apartment with Balcony (washing machine/dishwasher)	<u>Double</u> <u>€5,300</u>	€2,300	€1050	1050	€900
2 Double Bedroom, 1 Bathroom Apartment with Balcony	<u>Double</u> <u>€5,200</u>	€2,300	€1050	€1050	€800
2 Bedroom 2 Bathroom Ground Floor Apartment	<u>Twin Sharing</u> <u>€3,960</u>	€1,950	€750	€750	€510
Twin en suite Room (per person sharing)					
Double en suite Room (single occupancy)	<u>Double</u> <u>€5,200</u>	€2,300	€1050	€1050	€800

**LUXURY ACCOMMODATION

Some Luxury properties but **NOT ALL** have a washing machine, dishwasher, balcony, floor to ceiling windows, two bathrooms and an additional toilet.

*ELECTRICITY USAGE

Your Property will be fitted with a Pinergy Pre-Pay Electricity Meter.

This will be topped up with your allowance the day You collect the keys. It will be your responsibility to add to this meter during the course of the year. You are encouraged to be as energy conscious as possible and note that the cost of electricity includes a daily standing charge of around €1.00 per day and the Government Public Service Obligation Levy (PSO) of less than €5.00 per month. The office will supply you with a Top Up Card and/or the link to the Pinergy App where you can top after the €175.00 allowance per student occupier has been used up. You can purchase additional credit by topping up in local shops displaying a Payzone sign, online at www.pinergy.ie, in the office or via the App. (Please see www.pinergy.ie for more information on energy conservation.) Electricity allowances are non-transferable and non-refundable. Students are encouraged to download the Pinergy App or top up online at www.pinergy.ie with a minimum top up purchase €10.00. Details of how to register for the Pinergy App will be provided to students. Students can also top up in the office with a minimum top up purchase of €20.00.

2. CANCELLATION POLICY

- *If You are not successful in the 1st round of CAO offers, You must cancel your application for accommodation **IN WRITING via letter and/or email no later than 5pm on Monday 24TH August 2020.***
- *Cancellations by telephone will **NOT** be accepted.*
- *Cancellations must be sent by email to info@milligancourt.ie Please note a €100.00 Administration Fee will be deducted from the Booking Deposit and the remainder refunded to You by cheque or bank transfer. Please provide your bank details and full postal address.*
- *Please note that refunded payments can take up to 20 working days.*
- *If You cancel your application for accommodation after the cut off point of 5pm on Monday 24th August 2020 as outlined above, **NO refund will be issued.***
- *All Licence Fee payments are non-refundable. The Licence Agreement is for a fixed period and should you wish to depart earlier you will remain liable for all Licence Fees due until 21st May 2021.*
- *No refunds can be made if You depart early.*
- *If You cancel your application for accommodation after having paid the first Licence Fee payment, the onus will be on You to find a suitable replacement student occupier before the next Licence Fee*

payment is due. Milligan Court has no obligation to find an alternative student occupier and You are liable to pay all Licence Fee payments until the end of the Licence Fee period.

3. THE RIGHTS

The Period of Residency is **from the 3rd September 2020 up to and including the 21st May 2021**.

During this Period of Residency Milligan Court grants You the following rights: -

- To occupy the Room;
- The right to use the non-exclusive shared facilities within the Room/Apartment;
- The right to use the non-exclusive Common Parts;

Milligan Court reserves the following rights over the Room/Apartment: -

- The right of access to enter the Room/Apartment on reasonable notice (except in case of emergency) for any purpose mentioned in this Agreement and in the Student Code of Conduct;
- The right to the free passage and running of water soil gas and electricity through any pipes cables wires drains or sewers passing in or through the Room/Apartment.

4. YOUR RESPONSIBILITIES

(i) Licence Fees

You agree with the Landlord as follows: -

- To pay the Licence Fees in accordance with the Payment Schedule and due dates set out on Page 4 of this Agreement to the account of
Stodium Ltd
AIB Bank
Capel St
Dublin 1
Iban: IE39AIBK93110157540183
Reference: Student's Full Name

International students may require the full bank address: AIB Bank, 126-128 Capel Street, Dublin 1, Ireland.

Cash, cheques and credit card payments are also accepted but cheques need to be paid **7 days before the payment due date**. Please make cheques payable to "Stodium Limited" and write the Student's name and telephone number on the back of the cheque. Weekly or monthly payments are not accepted, and all Licence Fees are due on the payment dates specified on the Payment Schedule.

- If Licence Fee payments are late, You will be charged a reasonable late payment fee of €50.00 to cover administrative expenses. Residence Management will be under no obligation to reactivate keys until such time as all outstanding funds are paid.
- To pay the sum of **€175.00** as an allowance to be used to pay for the cost of electricity for the student for the academic year. Any overrun on electricity usage will be deducted from the Deposit at an apportioned rate to all occupants of the properties.
- To pay the sum of **€500.00** before occupying the Apartment to cover costs including but not limited to water charges, refuse, television license, cable television and other miscellaneous costs associated with the Room/Apartment and to pay all Licence Fees or other outstanding fees and charges during the Period of Residence.
- Your obligation to pay the Licence Fee applies whether or not You move into the Room and irrespective of your course dates.
- To pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any Value Added Tax thereon) incurred by Milligan Court in or in reasonable contemplation of the proceedings in connection with recovery of arrears of Licence Fees or arising from any breach of Your obligations under this Agreement.

The Inventory and Schedule of Condition

The Inventory and Schedule of Condition will be provided to you on arrival and lists some of the items that might be found in the accommodation. The Inventory is the contents list and schedule of condition listed at the start of the licence period. It contains a list of all furniture, fixtures, contents and effects and the condition of the Apartment.

You and each of the student occupiers You are sharing with must **return a signed copy, initial at the bottom of each page and report any discrepancies within the report to the office within 7 days of your arrival.** If the signed Inventory is not returned within this period the Inventory records will be as per Milligan Court Resident Management's records. If any of the items listed in the Inventory are missing or in poor condition at the end of your period of residence the cost of replacing them will be deducted from your Deposit and further costs above the Deposit amount may be required. The Inventory contains a full list of costs which may be incurred to replace each damaged or missing item and return the Room/Apartment to the condition it was in, less fair wear and tear, at the start of the Period of Residence. If a student changes room or Apartment during the licence period, the student who is moving is responsible for cleaning the property before a new student occupier arrives.

(ii) Use of the Room

- To occupy the Room/Apartment personally for residential purposes only and not to assign, charge, underlet or part with possession or share occupation of the Room/Apartment or any part of it.
- To ensure that Your personal possessions are insured to cover against accidental damage, loss or theft.
- Not to carry out any profession, trade or business whatsoever in the Room/Apartment.
- Not to use the Room/Apartment for any improper immoral or illegal purpose which may in the opinion of the Residence Management be a nuisance or annoyance to the Residence Management or to the other student occupiers of the rest of the Building or any adjoining premises including but not limited to the following obligations:
 - Not to cause any noise which is audible outside the Room/Apartment in which it is made, especially during the hours of 10pm through to 8am;
 - Not to keep or use drugs - the possession or use of which is prohibited by Law;
 - Not bring into the Room/Apartment or any part of the Complex weapons, illegal items which Milligan Court considers offensive or dangerous (including but not limited to replica weapons, knives, air weapons);
 - Not to harass, threaten or assault any student occupiers, guests, Residency Management personnel or any other person;
 - Not to keep, store or use in the building any gas, oil, or other fuel burning appliance including heaters, candles, incense or barbeques;

In the case of You breaking the above noise regulations there will be **one verbal warning followed by one written warning and then one final warning which are copied to parent/guardians and after which if the noise persists You will be asked to leave the accommodation. Licence Fees, utility charges and deposits will not be refunded.**

- Parties or functions are not permitted at Milligan Court. In the case of student occupiers holding parties or functions there will be one verbal warning followed by one written warning and one final warning which are also sent to parent/guardians and after which if the problem persists student occupiers responsible will be asked to leave Milligan Court. Licence Fees, utility charges or deposits will not be refunded.
- Not to alter modify, decorate, add to or in any way interfere with the construction or arrangement of the Room/Apartment or the Contents or the Building.
- Not to glue, stick, nail, screw or otherwise fix anything whatsoever to the interior of the Room/Apartment or to place anything outside the window of the Room/Apartment. Special notice is drawn to the use of Blu-Tack, sellotape or similar substances which are all prohibited.
- At the end of the Period of Residence to deliver the Room and Apartment and the contents in accordance with Your obligations in this clause and to clear all Your own effects and to deliver the key back to Residence Management. Funds will be deducted from Your Deposit to cover the reasonable costs of removing rubbish or personal items from the Room/Apartment at the end of the Residence Period.
- To ensure that any refuse is deposited in the receptacles provided for the purpose in the Complex.
- Not to erect any external wireless or television aerial or satellite dish.
- Not to put clothes including wet clothes on balconies or in Common Parts other than the designated laundry room. Windows in the Room/Apartment must be regularly opened to allow moisture to escape and avoid condensation issues.
- **Not to hang any flags, banners, clothes or other items from the windows, balconies or outside the Room/Apartment.**
- Not to keep any animal, bird, insect or reptile in the Room/Apartment.

- Not to do anything in the Room/Apartment that would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- Not to use the Room/Apartment for parties or functions, including but not limited to gatherings of people for the purposes of consuming alcohol.
- Not to store bicycles in the Room/Apartment or on balconies.

Respect for Others

- You agree to show respect at all times for all persons living or working in the Residence and to not in any way interfere, molest, make unwanted or uninvited advances (whether sexual or otherwise) to any other student or if any Tenant who shall (in the opinion of the Residence Management) constitute a nuisance or annoyance towards other persons in the Complex. You must not use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of gender, age, disability, religion, belief, race, sexual orientation, culture of lifestyle, any person and You understand that upon doing so Milligan Court shall be entitled to terminate and forfeit this Agreement.

(iii) Maintenance, Repairs and Alteration

- Promptly to notify the Residence Management of any damage or defect in the Room and/or the Contents and/or the Apartment and/or the Building.
- To operate in accordance with the manufacturer's instructions and not to change, damage or alter or interfere in any way with the Service Media and electrical appliances within the Room/Apartment.
- To maintain the Room/Apartment in good and tenable repair and decorative order and in a clean condition (damage by accidental fire and water damage from domestic services infrastructure excepted). To pay the sum of €50.00 per student per Room if upon inspection the Room/Apartment is found to be damaged or not in a clean condition.
- To maintain the Contents in at least as good repair and condition as they are in at the start of the Period of Residency (and the Inventory provided shall be evidence of such existing condition which shall be deemed to be good unless a defect is noted in the Inventory) fair wear and tear excepted and not to remove any of the contents from the Room/Apartment.
- To pay a fair and reasonable proportion determined by Residence Management of costs incurred by Milligan Court in making good damage to the Apartment or Room and/or in replacing any fixtures or fittings damaged therein.

For the purpose of this Clause

Damage to a room shall be deemed to have been caused by the student occupier of that Room;

Damage to the shared facilities in any Apartment shall be deemed to have been caused by all the student occupiers of that Apartment;

Damage to any Common Parts shall be deemed to have been caused by all those student occupiers who generally use the Common Parts in question;

In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned accordingly;

- To allow the Resident Management from time to time (except in case of emergency) to enter the Room/Apartment to: -
- Inspect its condition and carry out any necessary repairs or alterations to the Room/Apartment and/or Building; maintain repair and if necessary replace the Service Media and any pipes, cables, wires, drains and sewers within the Room/Apartment to; carry out viewings of prospective student occupiers;
- Provided that in doing so the Residence Management will cause minimum possible inconvenience You and will wherever possible carry out the works described in previous sub-clauses after the end of the Residence Period.
 - If a problem in any area of a Room/Apartment, including a bedroom, is reported to the Residence Management then they, or any person acting on behalf of Milligan Court, shall be allowed to enter that Room/Apartment without the Your permission for the purposes of fixing or evaluating the problem.

(iv) Safety and Security

- Not to allow more than two persons on the private balconies at any given time.
- To ensure that communal balconies are only used for access and not for public gatherings.
- Not to smoke or vape in the Room/Apartment or any other part of the Residence.
- Not to damage or leave in a dirty or untidy state any parts of the Building in respect of which rights are granted in previous clauses.

- You must leave Your Room/Apartment secure at all times and You must not prop open or block locks on the door to Your Room/Apartment or any doors in the Common Parts.
- Not to obstruct any means of access in the Building, and also not to place any obstruction such as but not limited to bicycles, dustbins or perambulators in or upon the balconies, lifts, hall or stairways leading to the Premises.
- Not to bring into the Room/Apartment or any part of the Complex any item which may cause damage to the properties to include but not exclusive to dart boards, pool tables, bean bags, candles, incense, barbeques, electric or gas heaters, chip pans, etc. Any such items deemed by the Landlord to be a breach of this Agreement will be removed and returned at the end of the Period of Residence.
- You agree to accept responsibility for loss, damage, breakages or theft of any and all of Milligan Court's possessions during the term of Period of Residence including but not limited to items situated in Your Room/Apartment due to lack of attention to security of doors and windows at all times.
- You agree to respond to all fire alarms and comply with all fire regulations and evacuation procedures.
- You must not overload electric sockets or use unsafe electrical equipment.
- You must not tamper with any fire equipment or fire doors which are designed to reduce the spread of fire and to help prevent injury or death.
- You agree to strictly observe and comply with the regulations and notices issued from time to time by the Residence Management.
- You must report any loss or theft of any keys, security cards and key fobs immediately to Residence Management. If you forget Your keys or lock them in the Room/Apartment contact the Residence Management who will provide you with access to Your Room/Apartment at a cost of €5.00 during office hours (Monday to Friday 9am to 5pm) and €15.00 thereafter. If you lose Your keys or Your keys are stolen there is €30.00 charge to issue a new set of keys but this charge is waived if You provide a letter from An Garda Siochana relating to the theft of the keys.

5. MILLIGAN COURT'S OBLIGATIONS

Milligan Court agrees with the student occupier as follows:-

- That the person paying the Licence Fees and performing all the obligations stated herein this Agreement may quietly possess and enjoy the Room/Apartment during the Residence Period without any interruption from the Residence Management or any person acting on behalf of Milligan Court;
- To maintain and repair the structure of the Building including the window frames and window glass;
- To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- To maintain all Service Media serving the Apartment and or the Common Parts;
- To provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;
- To provide security facilities for the Building;
- To provide and maintain equipment in the Common Parts;
- The Landlord accepts no responsibility whatsoever for the loss, damage, breakage or theft of any and all of the student occupier's personal possessions during the full Residency Period, including but not limited to items situated in the student occupier's Room/Apartment.

ALTERNATIVE ACCOMMODATION

- Milligan Court reserves the right during the Residence Period to move You to alternative accommodation only for the purpose of carrying emergency repairs;
- Milligan Court reserves the right during the Residence Period to move You to alternative accommodation should other student occupiers vacate the property and other rooms are available in similar accommodation;
- Milligan Court reserves the right during the Residence Period to move You from a twin room should the student occupier sharing vacate same;

PROVIDED THAT:

- You are given reasonable notice;
- You will occupy the alternative accommodation on the terms of this Agreement.
- If You request to move and change Room/Apartment during the Period of Residence a €100.00 Administration Charge will be due.
- Milligan Court is under no obligation to move You to a different Room/Apartment and Room/Apartment changes are subject to availability.

AGREEMENTS AND DECLARATIONS

It is agreed between the parties that if at any time:-

- the whole or any part of the Licence Fee shall be unpaid for 7 days after it becomes due (whether legally demanded or not); or
- any obligation of the student occupier has been broken or not performed;

Milligan Court Residence Management shall be entitled to repossess the Room/Apartment and this Agreement shall immediately then terminate but without affecting Milligan Court's right to sue the student occupier for any breach of obligations.

Any person who is not the student occupier and who makes payments due from You under this Agreement does so as an Agent for You.

The student occupier hereby acknowledges receipt and having read the Student Code of Conduct produced by Milligan Court in relation to the management and regulation of the student Complex (as therein defined). The student occupier hereby agrees to fully abide by the terms and conditions of the said Student Code of Conduct as if the entire code of conduct was set out in this Agreement and any breach of any provision of the code of conduct set out therein shall constitute a breach of this Agreement in respect of which Milligan Court Residence Management shall be entitled to terminate and forfeit this Agreement.

6. GUARANTEE

The Guarantor guarantees to Milligan Court that the student occupier will pay the Licence Fees reserved by and comply with the obligation on the student occupiers part contained in the Licence Agreement for so long as the student occupier remains bound by such obligations and the Guarantor will indemnify Milligan Court against all losses, damages, costs and expenses suffered or incurred by Milligan Court through non-compliance by the student occupier with its obligations in the Licence Agreement. The Guarantor further guarantees to pay all sums due for damage caused over and above the Deposit.

SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent, such term condition or provision shall not affect the validity legality or enforceability of the remaining parts of this Agreement.

NOTICE

The student occupier is hereby notified that notices (including notices in proceedings) must be served on Milligan Court by the student occupier at the following address:

The Office, Milligan Court, Connaughton Road, Sligo, Co. Sligo

STUDENT CODE OF CONDUCT

- Overnight guests are permitted no more than twice per month per student occupier. A charge will apply if guests are permitted to stay for more than two nights. Guests must be aged 18 or over. Only one guest per student occupier may stay overnight. If you do wish to have a guest staying over, their name and photographic ID must be registered in The Office DURING office hours with a minimum of twelve hours notice. A fine of €50.00 will apply should a student be found to be breaking this rule. Overnight guests are not permitted during the 1st week of the Licence Period.
- Student ID cards (with photograph) must be carried with you at all times and produced on request.
- Rooms/Apartments are to be kept clean and tidy at all times. A fine of €50.00 per student per Room will apply if upon inspection the Room/Apartment is found to be damaged or not in a clean condition.
- Bicycles must not be stored in Room/Apartments or on balconies.
- Housekeeping inspections are carried out on a regular basis. Rooms/Apartments are to be kept clean and tidy at all times. A fine of €50.00 per student per room will be charged if the Room/Apartment is not kept in good order and in a tidy and clean condition.
- No more than two persons are allowed at any given time on the private balconies and communal balconies and walkways are only for access and not for public gathering.
- Parties or functions are not permitted.
- Fire equipment or fire doors which are designed to reduce the spread of fire and to help prevent injury or death must not be tampered with. A fine of up to €250.00 will apply if a student or a student's guest tampers with or disconnects any fire equipment. This includes €50.00 if You disconnect a fire sensor and up to €150.00 for replacing fire equipment and to clean an area after a fire extinguisher has been discharged.
- Electric sockets must not be overloaded or any unsafe electrical equipment used in the Complex.

- Not to hang any flags, banners, clothes or other items from the windows, balconies or outside the Room/Apartment.
- Windows in the Room/Apartment must be regularly opened to allow moisture to escape and avoid condensation issues.
- Report any maintenance issues to the office immediately.
- Candles, incense, barbecues, chip pans and electric, gas or solid fuel burning heaters are not permitted.
- Illegal drugs or any illegal substances and weapons are not permitted.
- Smoking and vaping is not permitted on any part of the Complex.
- Anti-social, abusive, threatening or reckless behaviour is not permitted.
- Noise levels must be kept at a level that does not interfere with study, sleep or comfort.
- Student occupiers are responsible for the behaviour of their guests.
- Any Damage caused to the Complex will be reported to the Gardai and action taken to recover costs as deemed necessary.
- To occupy the Room/Apartment personally for residential purposes only and not to assign, charge, underlet or part with possession or share occupation or the Room/Apartment or any part of it.
- Rubbish must not build up in the Room/Apartment and must be segregated and placed **inside the bins** in the designated bin areas.
- Students are subject to IT Sligo bye-laws and disciplinary procedures.
- In order to validate your application we must have Your deposit, 1 passport sized photograph, signed and dated Licence Agreement and the first Licence Fee rental payment by the due date detailed on Page 4.
- Our disciplinary steps are as outlined below:
 1. Official verbal warning
 2. First written warning (Copied to Parent/Guardian)
 3. Final written warning (Copied to Parent/Guardian)
 4. Asked to leave and agreement terminated.
- Milligan Court reserves the right to revoke and terminate a Licence Agreement on notice to the student occupier in the event of the following:
 1. Breach of terms and conditions of the Licence Agreement.
 2. Not abiding by the Student Code of Conduct.
 3. Upon any other reason the Residence Management may deem necessary for the good and proper management of the Complex.

I have read and agree to the above Licence Agreement and agree to abide by the above Student Code of Conduct.

Student Name: _____ **Room Number:** _____

Student Signature: _____ **Date:** _____

Signed on behalf of Milligan Court: _____ **Date:** _____

Parent/Guardian Guarantee:

I (parent/guardian) _____ guarantee and agree to pay all sums due for damages caused over and above the Deposit and to pay for any outstanding Licence Fee or other fees due.

Parent/Guardian Address:

Contact Numbers and email of Parent/Guardian: _____

Signature of Parent/Guardian: _____ **Date:** _____