

SPECIAL CONDITIONS

In the event of any sum of money whether for rent or otherwise not being paid by the Tenant to the Landlord within fourteen days of the due date for payment of such sum the Tenant shall pay interest to the Landlord upon any such sum from the due date until the actual date of payment at a rate equivalent to 2% above the 'A' Rate being charged to customers for overdraft facilities by the Bank of Ireland or if there be no such rate of 14.25 per centum per annum.

The Tenant hereby warrants that he/she is a student of the Athlone Institute of Technology. This agreement is specifically subject to the student remaining a student within the Athlone Institute of Technology during the currency of term hereby granted. In the event of the tenant ceasing to be a full time registered student of the Athlone Institute of Technology this agreement will be terminated forthwith and he/she must vacate the premises within two weeks of such a termination. If the Tenant wishes prematurely to terminate this agreement no refund will be made.

A security deposit of 700 Euro per person is refundable pending final inspection of the apartment. This refund is subject to the premises being left in a clean and tidy condition less any charges for damages and provided all outstanding amounts have been paid. All keys must be surrendered. The deposit will be forwarded within 40 days of the end of term hereby granted subject to satisfactory inspection by the Landlord. The Tenant will forfeit the entire deposit if the key is not surrendered on completion. Rent is calculated at a rate of 77.50 Euro per week.

The premises provided herein are furnished. An inventory of furniture, fittings and cooking utensils, crockery and cutlery are attached hereto. Items lost or broken are to be replaced by the Tenant. To maintain overall standards, items replaced shall be identical to those lost or broken.

Whilst the premises are fully furnished, it is a matter for the Tenant to provide his/her own bed linen.

The Tenants are jointly and severally liable to the Landlord on foot of the Agreement herein, save and except in respect of the covenant to pay the rent, which shall be the liability of each individual Tenant in accordance with Schedule A attached hereto.

GENERAL CONDITIONS

DEFINITIONS AND INTERPRETATIONS

'Month' means calendar month and words derived there from shall be construed accordingly.

'the Premises' means the premises described in the Memorandum of Agreement annexed hereto with the easements rights and privileges, in any, appurtenant thereto.

Where the context so admits words importing the neuter gender only shall include the masculine or feminine gender as appropriate and words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural and vice versa.

Where the Tenant shall from time to time be or consist of two or more individuals the covenants and conditions herein expressed to be made by the Tenant shall be deemed to be made by such individuals jointly and severally, save and except the covenant to pay rent as per Schedule A attached hereto.

Where the Landlord shall from time to time be or consist of two or more individuals the covenants and conditions herein expressed to be made by the Tenant shall be deemed to be made by such individuals jointly and severally.

The Tenant shall not deface the premises, or drive nails or drawing pins into the walls or woodwork thereof or to affix any form of sticky tape to plaster or woodwork and to remove any of same within twenty four hours of receiving a vacate to remove same by the Landlord. And costs of repair of such defacement shall be deducted from the security deposit.

2 THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

To pay the reserved rent without any set-off, counterclaim or deductions whatsoever at the times and in the manner provided for in this Agreement.

Not to assign sublet or **part** with or share the possession of the Premises or any part thereof nor permit any other person or company to occupy the same as a licensee or otherwise.

To keep the interior of the Premises [but excluding any structural parts of the Premises] including the glass in the windows, all locks, sash-cords, electric, gas, telephone, central heating system, air conditioning system and other fittings and installations and cables and all additions hereto and all drains, sanitary fittings, appliances and pipes in good and tenable repair order and condition but excluding damage caused by or arising from any of the insured risks, save where the insurance has been vitiated or otherwise rendered void by the act neglect or default of the Tenant and to keep the Landlord effectually indemnified against all claims in respect thereof and to keep the windows and chimneys clean and keep clean and free from blockages all wash basins, lavatory basins, drains, sewers and gulley traps serving the Premises and to pay for any damage thereto or expenses of cleaning the same caused by the negligence of or misuse by the Tenant, his licensees, servants or agents.

To maintain the interior of the Premises in good decorative condition.

To permit the Landlord or his agent at all reasonable times to enter the Premises and examine the state of repair or condition hereof and to repair and make good all defects of which notice in writing shall be given by the Landlord to the Tenant and for which the Tenant is liable under the provisions hereof within one month after the giving of such notice and on the failure to comply with such notice the Landlord may carry out the work

referred to therein and recover the cost on demand from the Tenant as liquidated damages.

Upon receipt of reasonable notice in writing [save in an emergency, when no notice shall be required] to permit the Landlord or his agents or workmen, at all reasonable times to enter the Premises and examine the state of repair and conditions thereof and to effect and repairs or renovations in the Premises or adjoining premises for which the Landlord may be liable.

Not to make any alterations in the Premises nor to make any alterations whatsoever in the internal arrangements or external appearance of the Premises nor to erect any wireless or television aerial or other equipment for the transmission of electronic signals without first obtaining the consent in writing of the Landlord.

Not to do or permit or suffer to be done on the Premises anything which would be in breach of the user of the Premises permitted under the provisions of the Local Government [Planning and Development] Acts of 1963 to 1993 or the Building Control Act 1990 or any Act or Acts amending or placing same or the regulations made thereunder or render the Landlord liable to proceedings being instituted under such Acts and in the event of any breach of this clause to indemnify the Landlord against all costs, claims and expenses resulting from such a breach.

To clean the windows of the premises at least once a month.

Not to use or occupy the Premises or permit the same to be used or occupied otherwise than as a Student Residence or for any purpose or in any manner inconsistent with such user or occupation and not to do or allow to be done any act or thing which is likely to be, or to become a nuisance, danger or annoyance to the Landlord or other occupiers of the same building or to adjoining occupiers, and to fit effective suppressers to all electric equipment so that they will not interfere with the operation of any wireless television or other electronic equipment in the vicinity.

Not to do or suffer to be done anything which may render the Landlord liable to pay in respect of the Premises or the building of which the Premises form part more than the present rate of insurance premium and in the event of any breach of this clause forthwith to repay on demand to the Landlord all sums paid by way of increased premium as if the same had herein been reserved as rent nor to do or suffer to be done anything which may make void or voidable any policy of insurance against insured Risks.

Not to exhibit any signboard poster or advertising matter or any flag or banner outside the Premises or in the windows or doors thereof.

Not to hold any auction or sale upon the Premises.

Not to keep any dog or other animal in or upon the premises.

Not to place or permit to be placed any obstruction of any nature or kind in or upon the hall, landings, stairways, paths, common areas or approaches leading to the Premises or the buildings of which the Premises form part.

Not to place or leave any dust rubbish or refuse in or about the Premises or the building of which the Premises forms part and to make use of a covered bin for removal by the local authority of any such rubbish or refuse.

To notify the Landlord forthwith in writing of every notice received from the local or any other authority concerning the Premises and to comply therewith as quickly as possible insofar as the tenant is liable.

To notify the Landlord immediately in writing of any damage caused to the Premises or to the furniture fixtures and fittings therein.

At the expiration or sooner determination of the tenancy peaceably to surrender and yield up unto the Landlord possession of the Premises together with the furniture and fittings therein in good and substantial repair and condition in all respects.

Not to use the Premises in any manner which would breach any statutory obligations now or hereafter to come into force or which would render the Landlord liable to pay any compensation, penalty, damages, costs, charges or expenses and to indemnify the Landlord against all such liability.

The Tenant shall not deface the premises, or drive nails or drawing pins into the walls or woodwork thereof or to affix any form of sticky tape to plaster or woodwork and to remove any of the same within twenty four hours of receiving a vacate to remove same by the Landlord. Any costs of repair of such defacement shall be deducted from the Security Deposit.

The Tenants and each of them hereby warrant that they are not a person connected with the Landlord by way of relationship or otherwise to comply with Section 372AM[5] of the Tax Consolidation Act 1997.

The Tenants and each of them hereby agree that any person authorised in writing by the Minister for the Environment and Local Government for the purposes of Section 372AN[11] shall be permitted to inspect at all reasonable times on production, if so requested, of their authorisations.

At no stage during the currency of this agreement shall the premises be occupied other than by students of the Athlone Institute of Technology.

THE LANDLORD AGREES WITH THE TENANT as follows

That the Tenant paying the rent and performing and observing the agreements on the Tenant's part herein before contained may peaceably hold the Premises during the term of this letting without any disturbance by the Landlord or any person lawfully claiming under or in trust for the Landlord.

To maintain and keep in good order or repair and condition the exterior to the Premises including the roof, load bearing walls and structural parts of the Premises provided however that nothing contained in this Agreement shall require or oblige the Landlord to put the Premises into any better state of order repair or condition than now exists.

To perform and observe the covenants of the lessee's part contained in the head lease [if any] from which the Landlord derives title to the Premises and to keep the Tenant indemnified against all claims, damages, costs and expenses in any way relating thereto.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE LANDLORD AND THE TENANT as follows

That in the event of the rent hereby reserved or any part thereof being in arrears for seven days after becoming due [whether formally demanded or not] or if there shall be any breach or non-performance or non-observance by the Tenant shall become bankrupt or made any arrangement or compensation with his creditors or shall suffer execution to be levied on the Premises or if the Tenant [being a company] shall pass a resolution to wind up [other than for the purpose of a reorganisation] or have a winding up order made in respect thereof by the Court the Landlord shall be entitled to re-enter upon the Premises whereupon this letting shall determine but shall do so without prejudice to any claim which the landlord may have against the Tenant in respect of any antecedent breach of the Tenant's covenants agreements or stipulations herein contained.

This agreement is governed by the provisions of the Landlord and Tenant Code, the provisions of Part 10, Chapter 11 of the Taxes Consolidation Act 1997 and the Guidelines on Residential Developments for 3rd Level Students issued by the Department of Education and Science on the 19th of May 1999. In the event of there being any conflict between the provisions of this agreement and the content of the aforesaid code, legislation and guidelines the offending element of this agreement shall be deemed to be absolutely void and the provisions of the aforesaid code, legislation and/or guidelines shall apply.

This may be completed on registration.

Agreement

Dated **day of** **2006**

This Memorandum of Agreement made the day of

Between the Parties:

Landlord:

Apartment no of Wellmount Student Accommodation, Athlone

Tenant:

The Premises: **All that and those** Apartment no. Wellmount Student Accommodation, Athlone.

Term of Lease: from September 2006 to June 2007

Rent Payable: as per Schedule A Attached

Manner Payable:

Three Instalments, the first being due prior to occupation on 1st Sept of 942.50 Euro

Followed by the second by the 1st of December 2006 of of 942.50 Euro

Followed by the third by the 1st of February 2007 of 942.50 Euro

Whereby the Landlord agrees to let and the Tenant agrees to take the Premises for the term and at the rent details of which are as set out above and the tenant agrees to pay the amount of the rent and other payments in the manner and at the times described herein and each of the said parties farther agrees and accepts the terms and conditions on their respective parts to be observed and performed and which are set out in the special and general conditions attached to this Agreement.

Signed[Landlord]

Signed[Tenant]

Signed[Tenant]

Signed[Tenant]

Signed[Tenant]

Witness

Schedule A

The rent payable per Tenant is as follows;

Room One Single 72.50 Euro Per Week