

**City Break Apartments Ltd.**

**LICENCE AGREEMENT**

**DATED THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021**

**Between:**

- 1. City Break Apartments Ltd. ("CBA",** which shall include its servants or agents) of 168 Granby Place, Dublin 1, as agent for and on behalf of Cape Wrath Hotel Unlimited Company (the **"Owner"**) and
- 2. \_\_\_\_\_ (the "Occupant").**

**Licence to use an en-suite, aparthotel room at the Citywest Suites, Garter Lane, Saggart, Co. Dublin**

**IMPORTANT**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF YOUR LICENCE VERY CAREFULLY BEFORE AGREEING TO AND SIGNING THIS LICENCE**

**1. LICENCE FEE AND OTHER CHARGES**

<b>Room number</b>	[ ]	(the "Room")
<b>Accommodation charge</b>	€	per month, payable in advance, first month payable on signing
<b>Wifi premium</b>	€	per month, payable as above
<b>TV package</b>	€	per month, payable as above
<b>Underground private parking</b>	€	per month, payable as above
<b>Other charges and fees (daily or weekly room cleaning, linen and towel change etc. (to be scheduled out)) *</b>	€	per week / month (strike as applicable), payable as agreed
<b>TOTAL MONTHLY FEE AND OTHER CHARGES</b>	<b>€</b>	
<b>Security deposit charge</b>	€	one-off charge, payable on signing
<b>Departure housekeeping fee</b>	€	deductible from security deposit

Services which may be made available to the Occupant (and other Additional Occupiers) (as defined below) at the discretion of the Operator (and for which separate fees or charges will apply and be agreed with the Occupant in advance) include:

**Catering services (breakfast, lunch and / or dinner, snacks and beverages)**

**Roll-away bed for Additional Occupier(s)**

**Dry gym**

**Storage facilities for bulky items**

**Locker rental**

**Safe rental**

**Bike rental**

**Bike storage**

**Scooter rental and**

**Scooter storage**

## **2. PARTICULARS OF THIS LICENCE**

- 2.1 Under this Licence, CBA will allow the Occupant, and any additional occupiers named in Appendix 1 (the “**Additional Occupiers**”, who must be approved in advance by CBA prior to taking up occupation), short-term aparthotel accommodation in the Room **on a month to month basis** subject to the Occupant and all Additional Occupiers complying with the terms and conditions of this Licence at all times.
- 2.2 The terms and conditions under which the Occupant and the Additional Occupiers are entitled to occupy the Room are set out in this Licence.
- 2.3 This Licence is for the provision of short term aparthotel accommodation on a month to month basis. Within seven days prior to each month end, the Occupant shall notify CBA (or one of its servants and / or agents) if it intends to renew the Licence for the following month. Such notification must be made by the Occupant during each month of the Licence. In the absence of such notification in any month, the Occupant shall be deemed to have served notice of his / her intention to terminate this Licence and the Occupant and all Additional Occupiers shall then vacate the Room at the end of the month in question and the Licence shall terminate (without prejudice to any accrued rights of CBA, the Owner and / or the Occupant).
- 2.4 This Licence does not concern residential property, does not create a Landlord and Tenant relationship between CBA and the Occupant and / or the Additional Occupiers and does not give, and it is not intended to give, the Occupant and / or the Additional Occupiers, any of the rights of or to impose upon the Occupant and / or the Additional Occupiers any of the obligations of a tenant.
- 2.5 This Licence does not give the Occupant and / or the Additional Occupiers the right of exclusive possession of the Room for the term hereof. CBA reserves the right to relocate the Occupant and the Additional Occupiers to another room in the Citywest Suites on reasonable prior written notice to the Occupant and / or any of the Additional Occupiers (such notice to be delivered to the Room).
- 2.6 CBA staff may enter the Room subject to giving the Occupant and / or any of the Additional Occupiers 48 hours prior written notice (such notice to be delivered to the Room), however CBA will endeavour not to disturb the occupation of the Room by the Occupant and the Additional Occupiers unless CBA has sufficient reason to do so.
- 2.7 This Licence permits only the Occupant and the Additional Occupiers only to occupy the Room. No other person may Occupy the Room at any time.
- 2.8 The Occupant and the Additional Occupiers shall use the Room as short-term aparthotel accommodation only and not for any business or other purpose.

## **3. GENERAL TERMS & CONDITIONS OF THIS LICENCE**

- 3.1 CBA retains the right of possession and control over the Room on behalf of the Owner.
- 3.2 This Licence is personal to the Occupant and is not capable of being assigned, shared or otherwise disposed of.
- 3.3 This Licence shall continue until it is terminated by either party in accordance with its terms. Any termination of this Licence shall be without prejudice to any accrued rights.
- 3.4 The Occupant must co-operate (and will procure that all Additional Occupiers co-operate) with CBA’s servants and agents at all times and in particular the Occupant and all Additional Occupiers must adhere to the following:

- i. Keep the Room in a clean and tidy condition and not cause any damage to the fixtures and fittings in the Room or elsewhere in the Citywest Suites building beyond fair wear and tear;
  - ii. Repair any damage that does occur and, in the event that CBA have to cover the cost of any repairs, reimburse CBA for the vouched costs of such repair;
  - iii. Report any malfunctions of any appliances in the Room and bring any repairs required to the attention of CBA's servants or agents without delay;
  - iv. Safely retain the key(s) / swipe card(s) to the Room and to return the said key(s) / swipe cards upon the termination of this Licence and cover the cost of replacing keys / cards in the event that they are have been misplaced;
  - v. Facilitate access of CBA's servants and agents to the Room to inspect the condition of the Room (at 48 hours prior written notice, as above);
  - vi. Facilitate access of CBA's servants and agents to the Room to carry out repairs requested by the Occupant;
  - vii. Facilitate access of CBA's servants and agents whenever required in order to ensure the compliance by the Occupant and Additional Occupiers with this Licence;
  - viii. Not to bring into or keep in the Room or any part of the Citywest Suites building any pets of any kind;
  - ix. Not to cause any nuisance to, or harass on the grounds of race, colour, religion, sex, sexual orientation, age, disability or any other grounds, CBA's servants or agents or any other parties on the Citywest Hotel campus or permit any family members or visitors to do likewise; and
  - x. Upon the termination of this Licence, the Occupant will return the key(s) / swipe card(s) to CBA and remove all personal items from the Room, leaving it in good condition, fair wear and tear excepted.
- 3.5 The Occupant shall not assign, subdivide or part with the possession of the Room or any part thereof.
- 3.6 The Occupant shall not bring into the Room or any other part of the Citywest Suites any heating, cooking or kitchen appliances without the prior written consent of CBA, which consent can be withheld by CBA in its absolute discretion.
- 3.7 Alcohol may not be consumed within the Citywest Suites building unless it is consumed within a licensed area of the building.
- 3.8 There is **NO SMOKING** whatsoever in any Room or any other enclosed area of the Citywest Suites building. Smoking may only take place in open areas within the curtilage of the building that are specifically designated / marked by CBA and / or the Owner for smoking.
- 3.9 No items such as laundry etc. may be hung out of any windows in the Citywest Suites building at any time. A common laundry facility is provided in the building for the use of the Occupant, all Additional Occupiers and other guests. Laundry may not be left unattended at any stage after the wash cycle has finished. CBA reserve the right to remove any unattended laundry if required. Cleaning products must be stored in the Room after laundry has been completed.
- 3.10 No goods of any description shall be sold or displayed for sale from the Room.
- 3.11 No trading signs of any description shall be erected or displayed on or about the Room or the exterior of any part of the Citywest Suites building.
- 3.12 The Occupant shall not be at liberty to erect any aerial or hang or place any fixtures on the exterior of the Citywest Suites building.
- 3.13 The Occupant shall not cause any damage to the Room and shall keep same in a clean and proper manner and shall not allow any refuse or offensive matter to accumulate in the Room.

- 3.14 Refuse shall not be dumped in any part of the Citywest Suites building other than in the domestic refuse bins provided in the basement of the building for the use of the Occupant, all Additional Occupiers and other guests.
- 3.15 No refuse shall be placed, deposited or emptied into any drain, gully trap, sink or other sanitary fittings. Any damage causing stoppage or resulting in the incurring of expense consequence on such placing, depositing or emptying of such refuse shall be made good immediately by the Occupant (or, at its sole discretion, by CBA or its agents) to the satisfaction of CBA at the expense of the Occupant.
- 3.16 The Occupant shall not undertake any additions, alterations, improvements or other works in or in relation to the Room or any part of the Citywest Suites building.
- 3.17 The supply of heat and / or hot water to the Room shall be given at such time and in such a quantity and to such standard and temperature as CBA shall from time to time reasonably determine. CBA shall not be under any liability whatsoever for any intermittent or occasional interruption, variation or defect of supply of such heat and / or hot water and no rebate of the charge for same will be allowed in respect of such interruption, variation and / or defect of supply.
- 3.18 The Occupant and any Additional Occupiers shall:
- i. Give the duly authorised employees and agents of CBA and of any utility company providing or proposing to provide services to any part of the Citywest Suites building (including, without limitation, gas, water, electricity supply, telephone, Wifi, fire alarm and monitoring, lift maintenance and other maintenance and repair services) all reasonable facilities for entering the Room for the purpose of inspection and for carrying out such work as may be deemed necessary by CBA;
  - ii. Use the supply of heat and / or water for personal use only and strictly confined to needs of the Occupant 's own Room; and
  - iii. Not waste or mis-use the supply of heat, water or Wifi.
- 3.19 CBA will treat as confidential all information and personal data given to it by the Occupant and any Additional Occupiers during the term of this Licence and shall ensure that all storage and use of such data complies at all times with all applicable laws. More particularly, CBA shall, in its role as a Data Controller, ensure that the personal information of the Occupant and any Additional Occupiers is:
- i. Obtained and processed fairly;
  - ii. Kept only for one or more specified, explicit and lawful purposes;
  - iii. Used and disclosed only in ways compatible with the above purposes;
  - i. Kept safe and secure;
  - v. Kept accurate, complete and up-to-date;
  - vi. Adequate, relevant and not excessive;
  - vii. Retained for no longer than is necessary for the purpose or purposes required; and
  - viii. Given to the individual Occupant (and any individual Additional Occupiers) on request by the party to whom that personal information relates.
- 3.20 By signing this Licence, the Occupant agrees to share his / her personal data with CBA.

#### **4. TERMINATION**

- 4.1 The Licence shall be terminated by CBA by 14 days' notice in writing to the Occupant (such notice to be delivered to the Room) in the event one or more of the following occurs:
- i. Failure by the Occupant to pay any fees or charges when due;

- ii. Breach by the Occupant or any Additional Occupiers of any of the terms and conditions as set out in this Licence;
  - iii. Breach by the Occupant or any Additional Occupiers of the rules and regulations governing access to and use of the Room and any other part of the Citywest Suites building. A copy of these rules and regulations, which may be varied by CBA at any time at its discretion (on written notice to the Occupant, delivered to the Room), are provided in the Room and appear at Appendix 1 to this Licence;
  - iv. Damage caused by the Occupant or any Additional Occupiers to any property and / or fixtures in the Room or any other property with the Citywest Suites building; and / or
  - v. Any activity of the Occupant or any Additional Occupiers which results in serious or persistent nuisance / harassment of CBA's staff or agents or of any other occupants or neighbours in the Citywest Suites building or any other part of the Citywest Hotel campus, including, without limitation, Lemongrass Fusion restaurant, Citywest Hotel, the HSE or any other party.
- 4.2 CBA reserves the right to terminate this Licence with immediate effect by notice in writing to the Occupant (such writing to be delivered to the Room) for any one or more of the following reasons:
- i. Any act of violence by the Occupant or any Additional Occupiers towards CBA's staff or agents or towards any other occupants or neighbours in the Citywest Suites building or any other part of the Citywest Hotel campus, including, without limitation, towards any staff, guests or licensees of Lemongrass Fusion restaurant, Citywest Hotel, the HSE or any other party;
  - ii. Any instance of drug dealing or drug use by the Occupant or any Additional Occupiers, either within the confines of the Room, in any other part of the Citywest Suites building or any other part of the Citywest Hotel campus; and / or
  - iii. If, in the opinion of CBA, the Occupant is unable to fulfil the terms and conditions of this Licence, or the Occupant or any Additional Occupier requires attention, care and support beyond that which CBA can provide.

## 5. CONCERNS OR COMPLAINTS

- 5.1 Any concerns or complaints of the Occupant in relation to the Room, any other part of the Citywest Suites building, the utilities and / or services provided within the Room or any other matter should be brought to the attention of CBA or any of its servants or agents as soon as practicable.

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I have read and fully understand and further agree to observe the terms and conditions of this Licence and to procure that any Additional Occupiers approved by CBA observe the terms and conditions of this Licence. I understand that failure to pay the occupancy charge or to observe the terms and conditions of this Licence may result in termination in accordance with the provisions of this Licence.

CBA hereby agrees to be observe and be bound by the terms and conditions of this Licence.

\_\_\_\_\_  
Signed by the Occupant

Date\_\_\_\_\_

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Signed by an authorised representative  
of CITY BREAK APARTMENTS LTD

Date\_\_\_\_\_