

Conditions of Occupancy
College Rooms
(On Campus Accommodation)
2008-2009

All residents should read and understand the terms contained in this document before accepting the offer of rooms.

The Occupancy of rooms in College is subject to the ‘Conditions of Occupancy’ detailed in this booklet.

In accepting the offer of rooms, you agree to abide by the Conditions of Occupancy.

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1 Licence

These Conditions of Occupancy together with the ‘letter of offer’ constitute the licence to reside in the allocated accommodation in College. The purpose of this licence is to permit the licensee to reside in College rooms for the period detailed in the ‘letter of offer’ and described in Schedule One provided that the licensee is associated as a student or otherwise has an academic association with Trinity College Dublin for the duration of the licence.

This Licence and the terms and conditions attaching to it represent the entire agreement and understanding of the parties save only in respect of any rules or regulations which may be made from time to time by Trinity College Dublin for the orderly use and management of residential accommodation which, when notified in writing to the occupier or otherwise published, shall be deemed to form part of the Conditions of Occupancy and, save as aforesaid, no other terms and conditions may be agreed with a resident unless they are stated in writing and signed by the Registrar of Chambers or the Accommodation Officer.

2 Offer and Allocation of Rooms

The Registrar of Chambers acting on behalf of the Provost allocates residential accommodation on campus.

2.1 Accommodation Allocated

The accommodation offered is described in the ‘letter of offer.’
Where there is common or shared space such as kitchens and bathrooms within or adjacent to the accommodation, the occupants have joint responsibility for these areas.

3 Assignment of Licence

This Licence is personal to the resident and may not be assigned, sub-licensed or otherwise dealt with, in whole or in part, by the resident without obtaining the prior written consent of the Registrar of Chambers. Normally, only another full-time student at the College would be acceptable as a substitute.

4 Revocation of Licence

This licence is only valid if and for as long as the resident is a registered full time student of the College. In the event that the resident ceases to be a registered full time student of the College or leaves his/her course, this licence will be revoked.

The Licence may also be revoked on written notice delivered by post , e-mail or by hand to the apartment or room occupied for the following reasons:

- Gross and/or continued misconduct which in the opinion of the Provost makes it undesirable for the resident to continue in residence.
- Actions or omissions which seriously endanger the health, safety or security of the residences or residents.
- A criminal conviction where a custodial sentence is imposed.
- Being in excess of 8 weeks in arrears in the payment of residential charges.
- In the case of an occupant of a shared bedroom, following the departure of the other occupant, the failure to agree to occupancy by a new occupant.

5 Surrender and Early Vacation

Occupancy of rooms may be surrendered provided that four calendar weeks notice in writing is given to the Accommodation Office. The licensee will be liable for rental charges for a period of 4 weeks after the expiry of the notice period.

In the event that the licensee vacates before the expiry of the required period of notice, the licensee remains liable for the rental charges for the full notice period. After the expiry of the period of notice, the licensee is liable for the rental charges for a further period of four weeks.

The four week rental liability may be reduced to the length of time the place remains vacant during that period in the following circumstances.

- i. Where the departing resident introduces a new applicant who is acceptable to the Registrar of Chambers to take up occupancy.
- ii. Where the place is filled by another applicant. In such cases where there is more than one vacancy, vacancies will be filled in rotation in the order in which they arise.

An administrative charge will be applied for the costs of administering early departure.

6 Liability and Responsibility

6.1 General

A Resident is required to:

Behave in a manner which does not cause distress or embarrassment to other occupants or staff and/or interfere with the rights or property of others.

Behave in a peaceful and civil fashion in his/her interaction with other residents, staff and visitors to residences and within the general environs of College.

Identify himself/herself to a member of the security/attendant staff or any other officer of the College who duly identifies themselves as such.

Take responsibility for the behaviour, actions and omissions of his/her guests.

6.2 Communal Areas

Residents within an apartment are jointly liable for the shared areas within the apartment including the internal corridor and the kitchen/living room.

Within residential houses, the cost of making good any damage, vandalism or other loss caused by unidentified persons, may be a charge against all the residents of that house.

6.3 Negligence and Consequential Loss

Where damage or loss arises through the negligence (whether by commission or omission) of a resident, the resident shall be liable for any consequential costs that arise which are legally recoverable by the College except where such losses can be recouped from insurers.

6.4 Damage

Residents undertake not to:

- Change or damage the decorative finish of the apartment or study bedroom or communal areas of the building.
- Affix any notice, poster, or similar article to the walls, doors, furniture or ceilings in such a way as to mark or damage the decorative finish. The use of 'blue tac', sticky tape, drawing pins or nails is prohibited. Picture hooks supplied by the occupant, will be erected by maintenance staff on request to the Accommodation Office.
- Cook without ensuring that mechanical ventilation is switched on.
- Dispose of furniture which may have become damaged through general wear and tear.
- **Introduce bicycles to any area of residential houses.**

Residents shall:

- Keep clean and free from obstructions the drains, sanitary apparatus, shower trap, water and waste pipes serving the bathrooms and the kitchen. (Residents are advised to ensure that grease, waste foodstuffs or hair do not clog sink or shower outlets.)

7 ACCOUNTS

7.1 Currency

Except where otherwise advised all accounts are payable in Euro, except electronic payments. All other payments must be by cheque or bank draft drawn on an Irish clearing bank. Any payment that fails to meet these requirements will be deemed to be invalid.

In the event that the College agrees to process a payment in a foreign currency or a payment drawn on a bank outside the Republic of Ireland, the payee will be liable for all bank charges and for an additional administrative charge.

7.2 Payment Methods

Payment must be made by the method that from time to time, will be advised by the College. Such methods may include direct debits, credit card transactions or other means for the electronic transfer of funds. Payment by a method other than that prescribed may be deemed to be invalid and if processed by the College at its discretion, will incur an administrative charge.

The main residential rent periods and certain other payments are made through a web based payments system utilising credit or debit cards.

7.3 Residential Charges and Account Dates

Residential Charges, other utility and service charges (where applicable), deposits and the dates on which payments in respect of these are due are detailed in Schedule Two.

Residential Charges and accounting periods may be varied from time to time by decision of the Board of the College. In such cases residents (or allocatees) will receive one calendar month's notice prior to the implementation of revised charges.

7.4 Late Payment

Any payment received after the due date will be deemed to be a late payment and the resident's account will attract an administrative charge.

7.5 Overdue Accounts

Any account or balance on an account that remains outstanding four calendar weeks after the due payment date will be deemed to be an overdue account. If after a further four weeks, the account has not been cleared, four weeks notice to quit will be issued by the Registrar of Chambers.

Overdue accounts will attract interest at the rate specified for the time being as applicable under the Prompt Payment of Accounts Act 1997.

7.6 Disputed Charges

In the event that a resident wishes to dispute any charge included on an account or otherwise advised to a resident, written notice must be sent to the Accommodation Officer within two weeks of the date of the advice of the charge.

7.7 *Miscellaneous Charges*

From time to time various charges for services, facilities or costs incurred on behalf of a resident may be applied to a resident's account. These are normally payable at the time incurred or immediately on notification. Miscellaneous charges unless included with the accounts for the main rental periods, are normally payable by cheque/bankdraft or Postal Order presented at the Accommodation Office.

7.8 *Administrative Charge*

The administrative charge referred to within these Conditions of Occupancy is set at €65.

7.9 *Special Consideration*

Notwithstanding the arrangements in relation to accounts detailed above, from time to time and at its sole discretion, the College may agree varied arrangements with individual residents where there are special and mitigating factors. Requests for such consideration should be addressed to the Registrar of Chambers.

8 Deposits

A Deposit detailed in Schedule Two is payable within a fortnight of the date on which a written offer of rooms issues. The deposit is held as a security for compliance by the resident with the Conditions of Occupancy.

8.1 *Forfeiture of Deposits*

A deposit will be forfeited should an allocatee fail to take up the offer of accommodation that had been previously accepted. Or where a resident is required after due process, to vacate accommodation for reasons of serious misconduct.

8.2 *Deduction from Deposits*

While all miscellaneous charges and fines should be paid as and when they are incurred or notified, amounts may be deducted from deposits in respect of unpaid charges, discipline fines, damage, dilapidations and costs associated with restoring accommodation to a reasonable condition.

8.3 Return of Deposits

Deposits will be returned to residents after the end of the occupancy period and following the processing of residual rental or other charges. Deposit accounts will be closed by the Treasurer's Office and thereafter refund cheques for the credit balance will be drawn. Cheques will issue from the Accommodation Office and will be forwarded to the resident's permanent address unless otherwise advised.

Residents allocated rooms for a subsequent year may have their deposits retained and transferred to their next occupancy.

9 Occupancy

9.1 General

Residents shall have due regard to the Conditions of Occupancy and other guidance on living in College. Such guidance will include information published in booklet form and circulated to residents or material published on the Accommodation Office webpages provided that where material is published during the course of the period of occupancy, residents are notified by email.

9.2 Residential Usage

- Accommodation is allocated to residents for residential occupation only. The accommodation may not be used for the conduct of any business nor can it be used as a business address. Activities that are prohibited include performance rehearsals, meetings, any practical experiments whether course related or otherwise.
- This condition does not preclude the resident undertaking administration in relation to recognised College societies and clubs.
- The allocation of accommodation on the basis that a resident is a committee member of a club or society does not enable that club or society to conduct business within the accommodation.

9.3 Safety and Security

- Detailed information on fire safety, fire prevention and action in the event of a fire alarm or outbreak of fire is published separately and residents are required to follow the advice and procedures detailed.
- Residents are required to attend a compulsory orientation lecture which includes as its main modules, presentations on fire safety and personal security. (see Schedule 4). Non-attendance at this orientation lecture without prior permission of the Registrar of Chambers, will result in a fine of €100.00
- Residents are required to cooperate with all measures the College instigates in the discharge of statutory and compliance responsibilities.
- On the activation of the fire alarm residents are required to promptly evacuate the buildings and assemble in accordance with standing instructions.

9.4 Fire Safety Equipment and General Safety

- All residents must take every reasonable precaution to guard against fire and to ensure that fire alarm systems are not accidentally activated. In particular, residents are required to ensure that cooking fumes are contained within kitchens and do not reach adjacent detectors.
- The College Board has resolved that tampering with or misusing fire equipment or means of escape will be considered a major offence. Any person found activating a fire alarm or discharging an extinguisher without good reason, will be responsible for the costs that arise including all additional costs associated with making good any damage or necessary cleaning. In the event that equipment is damaged or misplaced the cost of replacing this equipment may be a charge against all residents having access to the area where the equipment was located.
- Standing charges in relation to the replacement cost of fire safety equipment will be published on the Accommodation Office webpages from time to time.
- Candles, incense burners, aromatic oil burners, joss sticks or any other similar items are prohibited
- Residents may not cook by deep fat frying except in a thermostatically controlled enclosed deep fat fryer designed for that purpose.
- Cookers and other domestic appliances must be used in accordance with the manufacturers recommendations and guidelines issued by the Accommodation Office
- Kitchens should never be left unattended while cooking is in progress.
- No alterations may be made to the electrical or heating systems within accommodation.
- Where necessary only properly fused extension leads may be used.

- In no circumstances should more than one appliance be wired to a single plug.
- Portable gas or paraffin heaters or other appliances using such fuels may not be introduced to residences.
- Other combustible liquids may not be stored in residences (petrol, oil paints, solvents, etc.)

9.5 Security

- Residents must take reasonable steps to provide for the security of all residential buildings including common areas.
- No resident may admit a person who he/she does not know or who is not their invitee, to any residential house (this includes the use of the intercom door release system.).
- Key cards and metal keys should be kept securely and should not be given to any third party.
- Doors may not be wedged or held open.
- Residents may not interfere with or obscure CCTV cameras
- Before leaving accommodation unattended, residents should ensure their bedroom door is locked and that all windows are properly closed and locked.

9.6 Keys

- Where a brass or metal key is lost, the loss must be reported as soon as possible to the Accommodation Office or outside office hours, to the attendant/security officer on duty. Unless the staff are satisfied that the lost key poses no security risk, the lock must be changed at the resident's expense. Details of the standing charge for the replacement of locks and keys are published in the Residents' Handbook.
- Where electronic keycards are lost or damaged, they may be replaced at the Accommodation Office for a small replacement cost. Outside normal office hours the attendant or security staff on duty will provide temporary keycards valid until the Accommodation Office reopens.

9.7 Health

- Any resident who contracts a notifiable communicable disease that could by airborne spread infect other residents sharing accommodation, is required to notify the Accommodation Office at the earliest opportunity. In this event the Accommodation Office may take advice from the College Health Service and public health authorities. The resident shall comply with the terms of that advice.
- Residents who may because of a medical condition, self-administer medical treatments while in residence, must take proper steps to dispose of any material which may constitute a hazard. Material such as needles or other sharps, medical tubing or other waste, must be disposed of according

to best practice. Under no circumstances may such material be placed in the domestic refuse collection receptacles.

9.8 Cleaning and Hygiene

In the interest of maintaining accommodation in a clean and hygienic condition residents are required to:

- Keep bedrooms in a reasonably tidy condition and store clothes in wardrobes and drawers
- Supply and regularly launder or dry clean bed linen
- Clean and wash cooking utensils and crockery immediately after use
- Remove kitchen waste on a daily basis
- Periodically clean cookers and defrost fridges
- Carry out normal domestic cleaning within bedrooms and apartments
- Ensure that material that is subject to recycling is taken to recycling stations on the campus at least on a weekly basis.

9.9 Animals and Pets

- With the exception of guide dogs, no animal or pet may be introduced or housed in residences without the permission of the *Registrar of Chambers*.

9.10 Motorised Vehicles

- Except where special circumstances arise, residents are not entitled to permits to park on campus.

9.11 Overnight Guests

- All visitors and guests must leave accommodation prior to midnight.
- Any visitor or guest within accommodation after midnight will be deemed to be an overnight guest.
- Overnight guests must be signed in by the resident who is their host prior to midnight.
- Hosts are responsible for the behaviour and actions of their guests.
- An overnight guest register is maintained at Front Gate for the purpose of registering overnight guests.
- Residents may only host one overnight guest at any time and for no more than 4 nights without the permission of the Registrar of Chambers.
- To host guests for more than 4 nights Permission must be sought from the Registrar of Chambers at least five working days in advance.
- Guests will not be admitted to campus after midnight unless they are in the company of their host.
- Any resident who hosts overnight guests with what the Registrar of Chambers considers to be excessive frequency may at the Registrar of

Chambers discretion be required to obtain advance permission for each occasion that an overnight guest is to be hosted. The permission may be declined.

- The Registrar of Chambers may prohibit a resident from hosting further overnight guests for a period of time at the Registrar of Chambers discretion, where a resident has failed to observe the conditions relating to overnight guests.
- The Registrar of Chambers may on giving one week's notice, suspend or restrict for any period the facility to host overnight guests where this is in the Registrar of Chambers view, in the interests of residences generally or is of assistance to the management and operation of the facility. In exceptional circumstances it may not be possible to give one week's notice.

9.12 Quality Assurance Inspections and Maintenance of Standards

- In order to assure the maintenance of reasonable standards, to inspect the conditions of apartments and to check compliance with the Conditions of Occupancy, quality assurance inspections may be undertaken. Notice will generally be given when routine inspections are planned. Staff carrying out these inspections have the discretion to define acceptable standards and to judge compliance with such standards.
- Where in the opinion of the inspecting staff an acceptable standard of cleaning and hygiene has not been attained, the resident(s) will be given an opportunity to bring the accommodation up to standard. If on further inspection, an acceptable standard has not been attained, cleaning will be arranged and the cost will be charged to the resident(s).

9.13 Furniture and Fittings

- Residents may not introduce any additional furniture (particularly settees or beds), without the prior approval of the Accommodation Office
- Residents may not remove or move to another apartment any furniture or other item included on the inventory of contents
- Residents may not attach any additional fixtures to any walling, furniture or woodwork.

9.14 Inventory, Defects and Dilapidations

- Rooms and apartments are equipped with the inventory detailed on Schedule Three.
- On taking up occupancy, residents must record any prior defects or missing inventory and report these within 7 days to the Accommodation Office on the form provided for that purpose.
- After a resident departs, rooms will be inspected and charges will be raised for any missing inventory or for any dilapidations not due to fair wear and tear as determined by the housekeeping supervisor.

9.15 Parties

- A gathering of more than 8 persons within a set or kitchen/common will be deemed to be a party. Parties may only be arranged with the permission of the *Junior Dean* and **seven working days** advance application must be made to the Enquiries Office. A deposit may be requested and this will be payable in advance.

10 Maintenance and Physical Works

Residents must cooperate with College or its agents or works' staff entering accommodation for the purpose of examining the state of repair and condition or for the purpose of effecting repairs or renovations.

10.1 Maintenance

Residents are expected to report defects as soon as practicable so that remedial action may be taken. In the event maintenance requests are received late in the working day they may not be reported to Buildings Office Staff until the next working day.

Buildings Office staff are however available on-call to attend to urgent problems requiring immediate attention after normal hours. Reports of problems should in the first instance be reported to the Accommodation Office or after hours, to the attendant on duty or to Front Gate.

10.2 Vacant Possession

The College may require a resident to vacate the accommodation by virtue of necessary alteration, repairs or decoration having to be carried out to the accommodation or apartment, or by virtue of such other circumstances as the College may reasonably consider requires vacation. The resident shall vacate the accommodation within such period as the College may stipulate PROVIDED THAT alternative accommodation is made available to the resident for the period involved. The College shall not be liable for any loss, cost or expense suffered by the resident by reason of vacation of the accommodation or the substitution of alternative accommodation.

10.3 Planned Projects, Preventative Maintenance and Service Work

Planned decoration and renewals are carried out during the course of the year and are where possible notified to residents at the earliest opportunity. In certain instances the nature of the work is such that residents are required to move temporarily to other accommodation.

Access to accommodation is required by College staff and service contractors to test fire equipment and to carry out other work such as window cleaning.

10.4 Disturbance

Construction work and work related to the delivery of utilities may from time to time, take place in the vicinity of residences and may involve work in basements, service ducts or attic spaces within accommodation. While College will attempt to minimise disturbance and inconvenience caused by such work it will not be responsible for such disturbance or for the interruption of services that may result. College will not entertain claims for loss of amenity.

11 Privacy

Residents are entitled to privacy within their accommodation except as provided for in these conditions of occupancy. Only in exceptional circumstances (for example, urgent response to emergencies or disturbances), will rooms be entered by College officers without advance notice. The necessary access of the Junior Dean & Registrar of Chambers, Assistants to the Junior Dean & Registrar of Chambers, management and operations staff are exceptions.

12 Smoking

It is College Policy that smoking is prohibited in all buildings. This Policy applies to all areas within residences.

13 Personal Property

The College has no responsibility for and is exonerated from any and all liability for any loss of valuables or personal belongings kept in or at the accommodation which shall remain at the sole risk of the resident. Any property or belongings left behind after departure which appears to be of value will be retained for one year and thereafter will be deemed to have been abandoned and will be disposed of by the College.

14 Banners and Other Visible Material

Residents are prohibited from exposing any bottles, containers or other articles in any windows within accommodation, nor hang, or permit to be hung, or expose any clothes or other articles or to exhibit any signboard, poster or advertising matter, or any placard, flag or banner outside, in or on the accommodation or outside, in or on the campus

- **Windows**

Residents are prohibited from throwing any object from windows and are prohibited from entering or exiting accommodation by way of a window.

15 Conduct

Notwithstanding any specific statements in the Conditions of Occupancy and general disciplinary and behaviour codes approved by the Board of the College the following general requirements apply:

- Residents must conduct themselves in a manner that is conducive to good order and in the collective interests of those resident on campus.
- Residents should not through act or omission endanger the safety or security of those resident on campus.
- Residents are required to cooperate with the supervisory system operated on campus.
- Residents must on request identify themselves or produce their ID cards and/or rooms key/keycards to any person reasonably in authority. This includes the Junior Dean, Assistants to the Junior Dean, attendants and security staff and administrative staff .
- Residents are required to comply with any reasonable directions given by such staff.
- Residents may not take any actions with the intention of obstructing the proper management and operation of the campus and must facilitate access to accommodation for such purposes
- Residents may not engage in any activity designed to intimidate, harass, bully or otherwise cause distress to other residents or staff
- Residents may not issue any false or malicious statement or otherwise incite discriminatory action against any resident or other person associated with the campus
- Residents may not enter or gain access to roofs, attic spaces, or any other areas that are designated as out of bounds.

16 Discipline

- The Registrar of Chambers who is also the Junior Dean, is responsible for student discipline.
- The Junior Dean may from time to time assign such responsibilities to her Assistants.
- Discipline will be exercised in accordance with the College's disciplinary code.
- Where appropriate most minor infractions will be dealt with summarily and residents will in the first instance be called to interview and will be advised in advance of the reason for the interview.
- Details of the disciplinary procedures are available on; :[www.tcd.ie/Registrar of Chambers/discipline.phg](http://www.tcd.ie/Registrar%20of%20Chambers/discipline.phg)
- In addition to any fine imposed by the Junior Dean, the College may wish to recover the cost of any damage caused or the value of missing inventory and to recover any consequential costs or loss.

17 Communication

17.1 Representation

- The primary representational structure for students is the Students' Union and Graduate Students' Union
- The Students' Union is represented on College committees dealing with matters related to accommodation
- Residents are represented by the S.U. Welfare Officer on the Residence Management Committee and by elected representatives on the Campus Residents' Council.

17.2 Communication

- Matters related to pastoral care, discipline, inter-resident relations and similar should be addressed to the Registrar of Chambers.
- For urgent or routine matters, residents should contact the Accommodation Office by calling in person or telephoning.
- For urgent operational matters outside normal hours residents should contact the security centre at Front Gate.
- Complaints and requests in relation to residential matters should be addressed in writing or by e-mail to the Accommodation Office. Matters relating to the management of the facility, maintenance, services and financial issues should be directed to the Accommodation Office. Communications with residents will be by letter, e-mail, by circulated published booklets and by postings to webpages. The issue of an e-mail to a resident's College e-mail address will be deemed to be adequate notice.
- Where information or guidelines are published to a webpage the issue of an e-mail link will be deemed to be sufficient notice. All residents using

personal computers will need to have software able to read Adobe PDF format documents.

18 Management and Operation

- The College will determine the management and operational regime that is appropriate to providing an economic and adequate level of service.
- Due prioritisation will be given to the delivery of services particularly maintenance, on the basis of need, urgency and the number of residents affected.
- The College is not liable for interruptions in the provision of utilities by third parties. Whenever scheduled interruptions are planned for maintenance or other reasons the College will endeavour to provide advance notice to residents.

FIRE SAFETY & ORIENTATION TALK(S) AND FINE

At the start of each academic year there is a Fire Safety and Orientation Talks for all College residents.

Accompanying the privilege of residential rooms come certain responsibilities. The first and foremost of which is to ensure that the highest standards of safety are maintained and this is the first topic cover in the Talk. Details of the above talk(s) will be issued on Schedule 4 accompanying your allocation letter.

It is a legal requirement, under the Fire Services Act 1981, that such a fire safety lecture be given and attendance is therefore compulsory for all residents. Failure to attend will result in the imposition of an automatic €100 fine.