

# **Conditions of Occupancy Fellows of the College College Residences 2018-2019**

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

**The Occupancy of a room in College Residences is subject to the ‘Conditions of Occupancy’ detailed in this document.**

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

## **Locations and Definitions**

These Conditions of Occupancy are applicable to all College Residences including those located at on the main campus at College Green and at Trinity Hall, Dartry, Dublin 6.

There may be local differences in the Conditions of Occupancy between the main campus and Trinity Hall. Such differences will be described within these Conditions as appropriate or in relation to organisational arrangements may be described within the Residents’ Handbook relevant to the location.

Within the document the words “relevant College Officer” will refer to either the Warden of Trinity Hall in relation to rooms or residents at Trinity Hall or the Senior Dean in relation to rooms or residents on the main campus.

Unless specifically stated, throughout this document reference to the Accommodation Office will for residents at Trinity Hall, mean the office located at the Hall reception and for residents on the main campus will mean the Accommodation Office at West Chapel, Front Square.

Similarly, the title Accommodation Officer will refer to either the Accommodation Officer – Trinity Hall or the Accommodation Officer located on the main campus.

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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 Residences. The purpose of this licence is to permit the licensee to reside in College rooms for the period detailed in the 'letter of offer'

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 relevant College Officer or the Head of Accommodation.

## **2 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 relevant College Officer.

## **3 Revocation of Licence**

This licence is only valid if and for as long as the resident is a member of College staff or Fellow Emeritus. In the event that the resident ceases to be employed by the College or leaves, this licence will be revoked.

## **4 Surrender and Early Vacation**

Occupancy of rooms may be surrendered by a staff member provided that four-calendar weeks notice in writing is given to the Accommodation Office.

## **5 Liability and Responsibility**

### **5.1 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 premises.
- 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.

### **5.2 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.

### **5.3 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 fitted 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, shopping trolleys or traffic signage to any area of residential houses. Bicycles will be removed from residential buildings at the owner's risk.

## **6 Accounts**

### **6.1 Accounts**

Residential charges for Fellows and Fellows Emeriti will be as determined by the Board and may differ for those elected to Fellowship before or after 2011.

### **6.2 Payment Methods**

All accounts are payable in Euro and unless otherwise agreed, are deducted from monthly salary.

### **6.3 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.

### **6.4 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. Disputed charges must however be paid by the due date.

## **7 Occupancy**

### **7.1 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, and any practical experiments.
- The Accommodation is allocated on the basis that it forms the resident's main or primary residence.

## **7.2 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 cooperate with all measures the College instigates in the discharge of statutory and compliance responsibilities.
- Upon the activation of the fire alarm residents are required to promptly evacuate the buildings and assemble in accordance with standing instructions.

## **7.3 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.
- 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 manufacturer's 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.).

## **7.4 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.
- Before leaving accommodation unattended, residents should ensure all entrance doors are locked, and that all windows are properly closed and locked.

## **7.5 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 Accommodation Office is

satisfied that the lost key poses no security risk, the lock must be changed at the resident's expense.

- 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 re-opens.

## **7.6 Health**

- 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.

## **7.7 Cleaning and Hygiene**

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

- 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 the designated recycling stations at least on a weekly basis.

## **7.8 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 relevant College Officer.

## **7.9 Overnight Guests**

- In order to ensure that occupancy records, used for fire safety purposes, accurately reflect those in residence, all overnight guests must be signed in by the resident who is their host. The registers are held at Front Gate on the main campus. For Goldsmith Hall residents the register is held at the security desk at Goldsmith Hall and at the reception desk for Trinity Hall residents.

## **7.10 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 attach any additional fixtures to any walling, furniture or woodwork.

## **8 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.

## **8.1 Maintenance**

Residents are expected to report defects as soon as practicable so that remedial action may be taken.

Estates and Facilities staff are however available on-call to attend to urgent problems requiring immediate attention after normal hours for reasons of health and safety only. Reports of problems should in the first instance be reported to the Accommodation Office or after hours, to the attendant on duty or on campus to Front Gate.

College reserves the right to decline to provide out of hours maintenance response.

## **8.2 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

## **8.3 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.

## **8.4 Disturbance**

Construction work and work related to the delivery of utilities may from time to time, take place on College property in the vicinity of residences. Within residences, work may take place in basements, service ducts or attic spaces. In such cases, College will to the extent that it is practical and economic, attempt to minimise disturbance and inconvenience caused by such work. College will not however be responsible for such disturbance or for the interruption of services that may result and will not entertain claims for loss of amenity. College will not be responsible for any disturbance from work taking place on any third party sites in the general vicinity of College residences.

## **9 Privacy**

Residents are entitled to privacy within their accommodation except as provided for in these Conditions of Occupancy. Residents may expect, except in emergencies, to receive advance notice of a requirement to enter their rooms.



## **10 Smoking**

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

## **11 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 six months year and thereafter will be deemed to have been abandoned and will be disposed of by the College.

## **12 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 residences. This will apply to any material or action that may be deemed to be similar in nature.

## **13 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 interest of residents.
- Residents should not through act or omission endanger the safety or security other residents.
- Residents must on request identify themselves or produce their staff ID card and/or room key/keycard to any person reasonably in authority. This includes the relevant College Officers, attendants, 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 residences 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 residences.

## **14 Discipline**

- The Senior Dean is responsible for staff discipline.
- Discipline will be exercised in accordance with the College's disciplinary code.

## 15 Communication

- Communications with residents will be by letter, e-mail, by circulated published booklets and by postings to web pages. 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.
- Administrative matters or operation matters that are not urgent should be addressed to the Accommodation Office during normal office hours.
- For urgent operational matters outside normal hours, residents should contact the security centre on Campus.
- Complaints and requests in relation to residential matters including the management of the facility, maintenance, services and financial issues should be directed to the Accommodation Office.

## 16 Management and Operation

- The College will determine the management and operational regime that is appropriate to provide an economic and adequate level of service for College residences.
- Due priority will be given to the delivery of services particularly maintenance, on the basis of accepted norms, need, urgency and the number of residents effected.
- 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.

## 17 Data Protection and Privacy

Fellows applying for or occupying Trinity accommodation acknowledges and agrees that the Trinity College Dublin is permitted to hold personal information (including sensitive personal data) for the purpose of the management and operation of its accommodation. This information may also be used for the related purposes of the College's disciplinary, pastoral care regimes and for residential account management. Personal information may interface to the Accommodation Office software system. Personal data held by the Accommodation Office will be subject to the data protection policies of Trinity College. Such data will be held securely within Trinity and will not be made known to any third parties outside of the College without the permission of the resident. Within Trinity, this data will only be made known as appropriate and required to the Senior Dean. Limited information including name, ID and room number will be made known to the College's security and attendant staff overseeing residences. Personal information will only be held for the period of time that is necessary for the operation and management of residential accommodation. Fellows have the right to view the personal information held and may request that information is corrected or updated as necessary. Requests may be made to:

- **Email:** [Information.Compliance@tcd.ie](mailto:Information.Compliance@tcd.ie)
- **Telephone:** +353 1 896 2154/8486

- **Address:** Information Compliance Office, Secretary's Office, West Theatre, Trinity College, Dublin 2

I declare that my campus accommodation is my main or primary residence.

Signed : ..... Date : .....

*Please return this signed document to the Accommodation Office*