

Room Use Terms & Conditions Agreement

BETWEEN

UCD Societies Council/Office of the UCD Societies Officer, University College Dublin ('the Administrator')

AND

_____ (name) of _____ (society) ('the Occupier')

Between _____ (date) and _____ (date)

Location(s): *(Office #/Debating Chamber/Cinema/Studio/Theatre)*

And such other common areas as are available to all societies or as may be made available to specific societies including, but not limited to, recreation areas, storage areas and meeting areas.

Utility usage by the occupier during the period will be subject to a fair usage maximum.

At the request of the Society above named, the Administrator agrees to permit the Occupier to access and usage of the premises/facilities specified above, for the period specified. It is a pre-condition of this agreement that the Occupier shall be (a) a fully paid up, registered student of University College Dublin and (b) shall not be suspended or excluded from the University campus, property, facilities, courses or activities. It is a further pre-condition that the Occupier is entering into the agreement as the duly authorised representative of their Society and that such Society is a fully registered and recognised member of the Societies Council, covered under the insurance policy of the Council and such other policies as may additionally be required.

Entitlements

The Society and the named individual, and individuals operating under the direction of the Occupier, shall be entitled to the use of the space in accordance with the terms and conditions, as well as access to the space as reasonable and determined by the Administrator. The Occupier shall be entitled to preferential bookings on the use of any common space that is also specific to the aims and objectives of the Society.

Revocation

Should the occupier, his/her representative or agent acting on behalf of his/her Society (a) commit a serious breach of this agreement, (b) conduct his/herself in a manner that is unlawful or seriously disruptive or anti social or (c) be charged with a criminal offence which, in the reasonable opinion of the University, is serious, the Administrator shall be absolutely entitled to revoke the agreement forthwith and the Occupier shall vacate the Premises on seven days notice (or earlier if deemed appropriate) without prejudice to any other rights accruing to the University or other group or Society.

Should the Occupier be in breach of the terms herein contained, then the Administrator at their sole discretion shall be entitled to levy a fine in such an amount as they shall decide, such fine can be imposed either on a named individual acting on behalf or under the authority of the Occupier, or on the Society

responsible for the space. In the event of a fine being imposed on the Society, such fine shall be deducted from the grant of the Society.

The Occupier shall be entitled to appeal to the Director of Student Services & Facilities the decision of the Administrator. The appeal shall be lodged not more than 5 days from the time the Occupier was made aware of the imposition of a penalty.

Suspension

UCD shall, at its sole discretion, be entitled to suspend this agreement pending the outcome of any investigation (whether civil or criminal, internal or external), report, appeal or disciplinary process where the Administrator forms a view the matter is sufficiently serious and reports (ex parte) the matter to the Director of Student Services & Facilities (or such other senior Officer of the University that the President or Acting President might appoint), who shall thereupon be entitled to certify (pending the determination of any such investigation, report, appeal, decision or disciplinary process) either (a) it is exceptionally serious and/or seriously in the interests of UCD or of its staff or of its students or others or alternatively (b) the matter is a danger or threat to the health, safety, welfare of the University, its staff or its students or any other persons making it appropriate for the agreement to be suspended forthwith (or on such date as the Director shall determine). It shall be entirely within the discretion of the Director whether he should interview the Occupier or any other party before issuing such certificate.

On the issue of such certificate by the Director or their nominee, this agreement shall be suspended and the Occupier shall immediately vacate the Premises. Such suspension will be without prejudice to any investigation, appeal, decision, process or report aforesaid until the same is finalised (but if the Administrator decides thereafter to revoke this agreement then the suspension shall continue pending any appeal under the revocation procedures).

General Rules & Regulations – binding upon & accepted by the Occupier

1. To be bound by the Rules & Regulations and in particular all fire safety regulations and regulations for the security and managed access to the complex and for the safe and orderly management of the complex and the premises as may from time to time be imposed by the University and to obey all such rules & regulations and amendments thereto.
2. To pay any Occupancy Levy and any Fine/Damage Deposit at the time and manner herein provided.
3. Not to, during the term of the license, share the Premises or any part thereof with any person, or any organisation other than those holding under a similar agreement a right of access or use to shared Premises, or to permit the Premises hereby licensed to the Occupier to be occupied by any person other than those as aforesaid and in particular to ensure insofar as it is within the procurement of the Occupier that Visitors and Occupiers are not permitted to remain overnight in or on any part of the Complex save with the express permission of the Administrator. Further, not to act as an agent or representative for any outside organisation, or to permit the use of any part of the Complex by any outside organisation, save with the express permission of the Administrator.
4. To keep all furniture, fixtures and fittings within the Premises in good and proper repair and to pay the costs to UCD to replace such items of the same as may, during the occupancy of this agreement, be broken or destroyed beyond normal wear and tear, with items of equal value to the satisfaction of UCD and not to remove or permit the same to be removed from the Premises or from the Complex.
5. Not to throw or deposit, or permit to be thrown or deposited, dirt, rubbish, rags or any other refuse on the Premises or part thereof, or in or on any part of the Complex or the Campus and at all times to make use of such common rubbish skips as are provided by UCD.

6. To comply with all procedures put in place by UCD to manage access to the Complex and Premises, and not to alter the nature of their occupation of the Premises without the express permission of the Administrator and in particular not to (a) part with the possession of the Premises or the keys/access cards/codes to the Premises or Complex and/or (b) occupy, take possession of or accept keys/access cards/codes in respect of another part of the Complex (including a Premises occupied by another student or group) and/or (c) to enter uninvited the Premises of any other Occupier or any other part of the Complex (other than permitted common areas); and to report to UCD immediately the loss of any key/access card/code and to hand in to UCD any key or card that comes into the Occupiers possession.
7. Not to use, or allow to be used, any utilities and/or part of the Premises or Complex for the purposes of any private business venture or promotional activity.
8. To keep the interior of the Premises in a clean, hygienic condition, including all fixtures, fittings and installations and all drains and sanitary fittings and appliances and pipes in good and proper order and condition, and further not to interfere with any system in the Complex placed there for health & safety reasons including, but not limited to, the removal of or interference with any fire fighting or fire detection equipment without proper reason. UCD reserves the right to enter as required for decoration, maintenance, surveying or any other purpose and to ensure reasonable condition of the Premises.
9. Not to keep a dog, or any other animal, reptile or insect on the Premises or in or on the Complex.
10. Not to hang or permit to be hung or exposed, 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 Premises by nails, tacks, screws, pins, cable ties or other method, or in the windows or on the doors thereof, and in particular not to affix any such or other item to the inside walls of the Premises or to the structure, fittings, pipes, cables, plasterwork or woodwork.
11. Not to place or cause any obstruction in or on the Premises, or in or on any other part of the Complex, and in particular not to place any vehicles, motor cycles or bicycles therein or thereon save in such locations as may be permitted for the parking and storing of same.
12. Not to expose any washing or wearing apparel or any linen in or on any part of the Premises or the Complex.
13. Not to store or keep or permit to be stored or kept in or on the Premises, or in or on any part of the Complex, any dangerous, combustible or unlawful substance or materials, or weapons, imitation weapons or part of same (or plans to construct or avail of same) or other materials likely to harm, alarm or likely to give rise to fear in others.
14. On the termination of the occupancy, howsoever determined, to leave the Premises in a clean and orderly condition and to remove all personal effects and belongings from there not later than 12 noon on the day of departure. Any such personal effects or belongings left in or on the Premises shall be disposed of by UCD at its discretion.
15. Not to permit the Premises to be used other than for Society and Student Activity purposes and in particular not to do or be involved (on the Premises or in any part of the Complex) in anything unlawful, dangerous or likely to cause harm, or in any horseplay, games, diversions or any form of anti social behaviour and to facilitate access by UCD in responding to potential breaches of this license and the rules & regulations imposed by UCD.
16. Not to play musical instruments or radios, televisions, PA systems or other sound producing apparatus or make any unreasonable level of noise produced by any means in such a manner as to cause distraction or nuisance to other Occupiers or users, other than with the express permission of the Administrator.

17. To do all things and to take all reasonable steps to ensure that any breach of the Covenants or Conditions contained herein or breach of any of the statutory Rules & Regulations, and in particular the Fire Safety & General Safety Regulations by the Occupiers within their Premises or in or on any part of the Complex, are brought to the immediate attention of UCD.
18. Not use the space for or facilitate, or permit to be used for or facilitated, the organisation, planning of, or research for, any event, campaign or activity or similar not solely and completely under the control, authority and auspices of the Society, including an election campaign on behalf of an individual or group for the Society, or for any other Society, or for the Students' Union, or for any other election or organisation, except with the express permission of the Administrator.
19. The function of the Administrator, being a duly authorised representative of UCD charged with the orderly and harmonious running of the various Premises, may be fulfilled by any member of the University staff who is duly authorised by the Administrator to perform such functions. From time to time, additional or alternative rules & regulations may be issued by the Administrator and shall thereupon become binding upon the license.
20. The Occupier acknowledges that breach of the University Alcohol Policy or other policy published by the University concerning health & safety, deportment or other occupational issues, and/or behaviour or actions encouraging or permitting such breaches in or on the Premises, the Complex or the Campus may be treated by the Administrator as a serious breach of this Agreement.
21. The Occupier hereby acknowledges that the payment of any fine for which they are personally liable, for so long as it remains due and unpaid, shall entitle UCD to withhold any and all services, including academic services, until such time as payment has been made.
22. The Occupier is aware that consumption of food and drink and use of cigarettes or any flammable material is forbidden in all areas of the building not expressly licensed for the consumption of food/drink.
22. The terms of this license shall be enforced by UCD and its contractors and agents. In the event of an actual or potential risk of injury to people or damage to property, enforcement may include the use of CCTV or other recording or data capturing devices which may record the activity of the Occupier or any other person attending at the Premises.