

23rd March 2017

**To The Chairperson and Members of
The Central Area Committee**

With reference to the proposed grant of a further licence of part of the premises at Nos. 1-4 Portland Square, Dublin 1 to The Community After School Project Limited.

By way of Agreement dated 23rd February 2015 part of the premises at Nos. 1-4 Portland Square, Dublin 1 which said part is more particularly delineated on Map Index No. PD2008-008 was let under licence to The Community After School Project Limited now known as The Community After School Project CLG (Company Limited by Guarantee) for use as a base for training courses and office administration for a period of three years commencing on 3rd September 2014 and subject to a licence fee of €155 per annum. This Agreement is due to expire on 2nd September 2017.

It is proposed to grant a further licence to The Community After School Project CLG subject to the following terms and conditions:

1. That the property to be licensed comprises part of the ground floor of Nos. 1-4 Portland Square, Dublin 1 which said part is more particularly shown outlined in red and coloured pink on Map Index No. PD2008-008.
2. That the licensee shall have the right to reasonable use of the common areas which are shown coloured yellow on Map Index No. PD2008-008.
3. That the licence shall be for a period of three years from 3rd September 2017.
4. That the licence fee shall be €155 per annum payable in advance.
5. That the licensed property shall be used solely as a base for training courses and office administration. The permitted hours of use shall be 9am to 6pm daily.
6. That the licensee shall be responsible for all outgoing associated with its use of the licensed property including inter alia taxes, rates, utilities and waste disposal.
7. That the licensee shall pay 90% of the total service charge per annum with respect to Nos. 1-4 Portland Square.
8. That either party is entitled to terminate the licence at any time upon giving the other one months notice in writing.
9. That the licensee shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
10. That the licensee shall obtain its own insurance in respect of contents.

11. That the licensee shall not assign, sublet or part with possession of the property or any part thereof.
12. That the licensee will be responsible for keeping the property in good order and repair internally.
13. That the licensee shall leave the building clean and tidy upon termination of the licence and repair any damage to the satisfaction of the licensor.
14. That the licensee shall not carry out any structural alterations to the property without prior written consent from the licensor.
15. Not to permit the stoppage or passage or parking of any motor vehicles by the Licensee past the main entrance to the property.
16. That the licensee shall keep the property secure from unauthorised access.
17. That the licence will be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
18. That the licensee shall sign a Renunciation of Rights to a New Tenancy.
19. That each party shall be responsible for their own fees and costs incurred in this matter.

Paul Clegg.

Executive Manager

