

21st September 2017

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

With reference to the proposed disposal of a further licence of Units T08 and S02 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7.

By way of licence dated 16th June 2016, Units T08 & S02 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which are delineated on Map Index Nos. SM2010-0692-003 & SM2012-0309 was licensed to the National Advocacy Service for People with Disabilities for a period of 2 years commencing on 3rd December 2015. This licence is due to expire on 2nd December 2017.

It is proposed to grant a further two year licence to the National Advocacy Service for People with Disabilities subject to the following terms and conditions:

1. The proposed licence shall be for the period of two years from 3rd December 2017 subject to a licence fee of €1.00 if demanded.
2. The proposed licensed area is Unit T08 as shown coloured pink on Map Index No. SM2010-0692-003 and an additional unit S02 as shown outlined in red and coloured pink on Map Index NO. SM2012-0309.
3. The proposed licence shall be subject to a contribution fee of €8,164.08 per annum for units T08 and unit S02, in respect of the cost of managing the building, payable quarterly in advance directly to MACRO Building Management Limited.
4. The licensee shall sign a deed of renunciation in respect of the licensed area.
5. The licensee shall be entitled to use the licensed area for community purposes only during the opening hours of the Markets Area Community Resource Organisation building which are 8.00 am to 10.00pm daily.
6. The licence can be terminated by either party on giving the other one months notice in writing.
7. The licensee shall be responsible for all outgoing including waste charges and any water charges which may become payable.
8. The licensee shall keep its part of the premises in good condition and repair during the term of the licence.
9. The licensee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million) if they have employees and shall indemnify the City Council against any and all claims for compensation, which may arise from their use of their used of the property.

10. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.
11. The licensee shall not assign, sub-let alienate or part with possession of the subject property.
12. The licensee shall not erect any signage on the external or internal walls of the subject property without the prior consent of the Council.
13. The licence will be subject to any terms and conditions deemed appropriate by the Law Agent.
14. Each party shall be responsible for its own legal costs.

Paul Clegg.

Executive Manager.