

26th November 2018

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

With reference to the proposed disposal of a further licence of Units F02-F10, F11 and F13 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7.

By way of agreement dated 30th October 2008 the premises known as Units F02-F10, F11 and F13 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which said Units are more particularly coloured pink on Map Index No. SM2010-0367-003 were granted under licence by Dublin City Council to Pitter Patter Community Creche & Pre-School CLG for a period of 2 years commencing on 1st May 2008.

The licence was subsequently renewed with the most recent licence due to expire on 31st January 2019.

It is proposed to grant a further two year licence to Pitter Patter Community Creche & Pre-School CLG subject to the following terms and conditions:

1. The proposed licence shall be for the period of 2 years from 1st February 2019 subject to a licence fee of €1.00 if demanded.
2. The proposed licensed area is Units F02-F10, F11 and F13, and is more particularly shown coloured pink on Map Index No. SM2010-0367-003.
3. The proposed licence shall be subject to a contribution fee of €9,647.52 per annum in respect of the cost of managing the building payable quarterly in advance directly to MACRO Building Management CLG.
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 during the opening hours of the Markets Area Community Resource Organisation building which are 8.00 am to 10.00pm daily as a community creche and pre-school only.
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 outgoings 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 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