

30th January, 2019**To: The Chairman and Members of
Central Area Committee**Meeting: 12th February 2019

Item No.

**With reference to the proposed grant of a further licence of Unit 7, Liberty Corner,
James Joyce Street, Dublin 1 to the Wexford Centre Project CLG (Company Limited
by Guarantee).**

By way of Agreement dated 26th September 2013, Unit 7, Liberty Corner, James Joyce Street, Dublin 1 which said Unit is more particularly delineated on Map Index No. SM2013-0519 was let under licence by Dublin City Council to the Wexford Centre Project CLG for office use for a period of 11 months commencing on 23rd September 2013 and subject to a licence fee of €1,000 (Order of the Executive Manager D351 dated 24th September 2013 refers). Wexford Centre Project CLG provides youth services including the provision of holidays for young people from the Inner City.

The latest licence dated 26th June, 2017 expired on 22nd April 2018 and the licensee is currently overholding under same. The Central Area Office has no objection to the renewal of a further licence.

Accordingly it is proposed to grant the Wexford Centre Project CLG a further licence of Unit 7, Liberty Corner, James Joyce Street, Dublin 1 subject to the following terms and conditions:

1. The licence shall be for the period of 2 years commencing on 23rd April 2018.
2. The licensed area which is more particularly delineated on Map Index No. SM2013-0519 shall be used by the licensee for office use only.
3. The licence shall be subject to a licence fee of €1,000.00 (one thousand euro) per annum.
4. The unit may be used from 9.00 am to 6.00 pm daily. The licensed area may only be used outside of those hours with the expressed permission of the City Council.
5. Keys to the premises shall only be held by official representatives of the licensee who shall be responsible for their use and all security issues associated with their use.

6. The licence can be terminated by either party on giving the other one month's notice in writing.
7. The licensee shall be responsible for all outgoings including electricity, water, rates and any taxes or service charges which may be due on the licensed area.
8. The licensee shall be responsible for its own waste removal from the premises and shall make its own arrangements for same.
9. The licensee shall be responsible for the maintenance of the internal shutters.
10. No car parking spaces are provided in association with the unit/licensed area.
11. The licence is personal to the licensee and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.
12. The licensee shall keep the licensed area in good condition and repair during the term of the licence and shall not make any material changes to the subject property without the prior consent of the Council.
13. The licensee shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the premises.
14. The licensee shall obtain a high level of public liability insurance and employers' liability insurance (if applicable) which shall indemnify the Council against any and all claims arising from the licensee's use of the premises. The Council will have an absolute right to set a minimum level of public liability and employers' liability insurance and to review the figures on a yearly basis (the current minimum levels are €6.5million and €13million respectively).
15. On termination of the licence, the licensee shall be responsible for the removal of all materials not belonging to the City Council from the premises.
16. The licence will be subject to any other terms and conditions deemed appropriate by the Law Agent.
17. The grant of a new licence shall be subject to the proposed licensee signing a Deed of Renunciation, renouncing any rights under the Landlord Tenant Legislation.

Paul Clegg

Executive Manager