

25th June 2020

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

With reference to the proposed grant of a further licence of Unit 6, Liberty Corner, James Joyce Street, Dublin 1 to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG (formerly Acts of Compassion Project Limited)

By way of Agreement dated 27th June 2017 the premises known as Unit 6, Liberty Corner, James Joyce Street, Dublin 1 which is more particularly shown on Map Index No. SM2012-0289 was let by Dublin City Council by way of licence to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG for a term of 11 months from 17th February 2017 subject to a licence fee of €500 and for use as a community aid, support and counselling facility.

This licence expired on 16th February 2018 and the licensee has been overholding since then. The group have applied to Dublin City Council for a further licence. The Central Area Manager has confirmed that there is no objection to a further licence being granted, and have confirmed that the project is an integral part of the North Inner City, and provide invaluable services in mental health for ethnic minority communities. The Area Manager has recommended the licence fee remain at €500 p.a. given that they are community organisation with limited funding.

Previous licences have been issued on an 11 month basis. However, due to the length of time which has lapsed since the licence expired, it is now proposed to grant a further licence of the premises known as Unit 6, Liberty Corner, James Joyce Street, Dublin 1 to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG subject to the following terms and conditions:

1. The licence shall be for a term of 5 years commencing on 17th February 2018.
2. The licensed area which is more particularly outlined on Map Index No. SM2012-0289 shall be used by (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG as a community aid, support and counselling facility only.
3. The Chief Valuer has reported that the current market rental is €10,700 p.a. The licence fee shall be abated to €500 (five hundred euro) per annum provided that the premises continues to be used as a community aid, support and counselling facility.
4. The licensee shall be required to sign a Deed of Renunciation.
5. The unit may be used from 9.00am to 8.00pm daily. The licensed area may only be used outside of those hours with the expressed permission of the City Council.

6. Keys to the premises shall only be held by official representatives of (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG who shall be responsible for their use and all security issues associated with their use.
7. The licence can be terminated by either party on giving the other one month's notice in writing.
8. The licensee shall be responsible for all outgoings including electricity, water, rates and any taxes or charges which may be due on the licensed area.
9. The licensee shall be responsible for waste removal from the premises and shall make its own arrangements for same.
10. The licensee shall be responsible for the maintenance of the internal shutters.
11. No car parking spaces are provided in association with the unit/licensed area.
12. The licensee shall not assign, sublet or otherwise part with any part of the licensed area.
13. 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.
14. The licensee shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the premises.
15. The licensee shall obtain a high level of public liability insurance and employer's 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 public liability and employer's liability insurance and review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million respectively).
16. On termination of the licence, the licensee shall be responsible for the removal of all their materials not belonging to the City Council from the premises.
17. Each party shall be responsible for their own fees in this matter.
18. The licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.
19. The dates for the performance of any of the requirements of the Licence Agreement may be amended at the absolute discretion of the Executive Manager.

Paul Clegg

Executive Manager