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**With reference to the proposed grant of a further licence of part of the premises at 1-4 Portland Square, Dublin 1 Cavan Centre Ltd.**

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By way of Agreement dated 26<sup>th</sup> September 2017 part of the premises at 1-4 Portland Square, Dublin 1 which said part is more particularly delineated on Map Index No. PD2008-009 was licensed to The Cavan Centre Limited for a period of three years commencing on 18<sup>th</sup> September 2017 and subject to an annual licence fee of €155 for use as a base for training courses and office administration.

The licence expired on 17<sup>th</sup> September 2020 and it is proposed to grant a further three year licence to The Cavan Centre Limited subject to the following terms and conditions:

1. That the licensed property comprises part of the ground floor of 1-4 Portland Square which is shown outlined in red and coloured pink on Map Index No. PD2008-009.
2. That the licensee shall have the right to reasonable use of the common areas which are shown in yellow on Map Index No. PD2008-009.
3. That the licence shall be for a period of three years from 18th September 2020.
4. That the licence fee shall be €2,800 abated to €155 per annum payable in advance.
5. That the licensed property shall be used solely as a base for training courses and office administration. Permitted hours of 8am to 10pm daily.
6. That the licensee shall pay 10% of the total service charge per annum with respect to 1-4 Portland Square.
7. That either party is entitled to terminate the licence at any time upon giving the other one months notice in writing.
8. 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.
9. That the licensee shall hold contents insurance.
10. That the licensee shall not assign, sublet or part with possession of the property or any part thereof.
11. That the licensee will be responsible for keeping the property in good order and repair internally.

12. 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.
13. That the licensee shall not carry out any structural alterations to the property without prior written consent from the licensor.
14. Not to permit the stoppage or passage or parking of any motor vehicles by the licensee past the main entrance to the property.
15. That the licensee shall keep the property secure from unauthorised access.
16. That the licence will be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
17. That the licensee shall sign a Renunciation of Rights to a New Tenancy.
18. That each party shall be responsible for their own fees and costs incurred in this matter.

The building proposed to be disposed, was acquired under the Portland Place CPO 1972.

The disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his/her discretion shall stipulate or at the Law Agents discretion.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved by the Central Area Committee at its meeting on the 8<sup>th</sup> June 2021.

This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

**Resolution:**

That Dublin City Council notes the contents of Report No. 204/2021 and assents to the proposal outlined therein.

**Paul Clegg**  
**Executive Manager**  
**22nd June 2021**

