

1<sup>st</sup> July 2021

**To: The Chairman and Members of  
The South-East Area Committee**

Meeting: 12<sup>th</sup> July 2021

Item No.

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**With reference to the proposed grant of a further licence of the premises known as the Junction, 112 Pearse Street, Dublin 2 to St Andrew's Resource Centre.**

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By way of a Licence Agreement, the premises known as the Junction (formerly known as Helen's Corner), 112 Pearse Street, Dublin 2 were let to St Andrew's Resource Centre for a term of 12 months from 21<sup>st</sup> November 2011 for use as a non-profit-making enterprise/youth facility and subject to a fee of €1.00 (if demanded).

The agreement was repeatedly renewed with the most recent licence having expired on 31<sup>st</sup> March 2018. The South-East Area Office has confirmed that it has no objection to a further licence being granted to St Andrew's Resource Centre subject to the following terms and conditions:

1. The premises to be licensed are outlined red and coloured pink on Map Index No. SM2014-0535. An updated map will be provided for the City Council meeting.
2. The Licence shall be for a term of 5 years from 1<sup>st</sup> April 2018.
3. The Licence fee shall be €25,000.00 (twenty-five thousand euro) per annum but abated to €200.00 (three hundred euro) per annum.
4. The premises shall be used solely as an enterprise/youth facility and the first floor of the property shall be used for office storage space only to which members of the public shall have no access. In the event of the property ceasing to be used for such purposes the Licence will terminate.
5. The Licensee shall sign a Deed of Renunciation.
6. St. Andrew's Resource Centre shall be responsible for the full internal repair/maintenance of the premises and DCC shall be responsible for the full external (envelope) repair/maintenance of the premises.
6. The Licence can be terminated by either party by giving each other one month's notice in writing.
7. The Licensee shall pay the electricity, waste, telephone charges and all other service charges which may be applied to the premises.
8. The Licensee shall not assign, sublet or otherwise part with any part of the licensed area without the prior written consent of Dublin City Council

9. The Licensee shall not erect or exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the facility without first obtaining the written consent of the Licensor.
10. The Licensee shall not carry out any alterations to the premises without the express permission of the Licensor and obtaining the necessary Planning Permission if required.
11. The Licensee shall be responsible for fully insuring the licensed area and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The licensee shall obtain a high level of Public Liability and Employer's Liability insurance indemnifying the Council. The Council will have an absolute right to set a minimum level of Public Liability and Employer's Liability insurance and to review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million respectively).
12. On termination of the Licence, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council. Specified fixtures and fittings supplied by Dublin City Council shall not be removed from the premises.
13. This proposal shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.
14. Each party shall be responsible for its own legal costs in this matter.

**Paul Clegg**

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**Acting Assistant Chief Executive**