

29<sup>th</sup> June 2021

**To: The Chairman and Members of  
The Central Area Committee**

Meeting: 13<sup>th</sup> July 2021

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**With reference to the proposed grant of a further licence of Unit 5, Killarney Court, Buckingham Street Upper, Dublin 1 to Hands on Peer Education CLG (H.O.P.E.).**

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By way of an Agreement in 2013 Dublin City Council demised Unit 5, Killarney Court, Dublin 1 to Hands on Peer Education Limited (H.O.P.E., now CLG) for a period of 3 years from 1<sup>st</sup> April 2013 subject to an annual rent of €7,500 per annum but abated to €130 per annum so long as the premises continued to be used for community purposes.

The licence was renewed for a further term of 3 years from 1<sup>st</sup> April 2016 and it is now proposed to grant a further licence of Unit 5, Killarney Court, Dublin 1 which is shown on Map Index No. SM2010-0101 to Hands on Peer Education CLG (H.O.P.E.), subject to the following terms and conditions:

1. The licence shall be for a period of 3 years from 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2022.
2. The annual rent shall be €200 per annum provided the premises continue to be used for the provision of community services.
3. The Unit is shown outlined red and coloured pink together with the right of way coloured yellow on Map Index No. SM2010-0101.
4. The licence can be terminated by either party giving one month's notice in writing.
5. The licensee shall be responsible for utilities and all charges applicable to the unit – incl. taxes, rates, service charges, etc.
6. The licensee shall take out and produce Public Liability Insurance in the sum of €6.5M and Employer Liability Insurance in the sum of €13M for any incident with a recognised Insurance Company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.
7. The licensee shall keep the premises in good condition and repair, excepting normal wear and tear during the term of the licence.
8. The licensee shall not assign or sublet the premises.
9. 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.

10. The licensee shall be required to sign a Deed of Renunciation.
11. This proposal shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.
12. Each party shall be responsible for its own legal costs in this matter.

**Paul Clegg**

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**Acting Assistant Chief Executive**