

7th December 2021

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

Meeting: 19th January 2022

Item No.

With reference to the proposed grant of a licence of premises adjacent to 13 Earl Street South, Dublin 8.

By way of Agreement dated 1st December 2014 the premises adjacent to 13 Earl Street South, Dublin 8, shown outlined on Map Index No. SM2014-0324 was let under licence by Dublin City Council to First Fortnight CLG for a period of 5 years commencing on 1st December 2014 and subject to an annual licence fee of €600. The permitted use of the premises was for office space and as a rehearsal development space for artists collaborating with the annual First Fortnight Festival.

The licence expired on 30th November 2019 and the South Central Area Office has confirmed they have no objection to the renewal of the licence for a further 7 years. Accordingly it is now proposed to grant a further licence of the premises subject to the same terms and conditions as the expired licence and the additional terms and conditions set out below:

1. That the Licence shall be for a period of 7 years, commencing from 1st December 2019.
2. The proposed licensed area is the premises adjacent to 13 Earl Street South, Dublin 8 (shown outlined on Map Index No. SM2014-0324).
3. The Licence fee shall be €8,600 per annum but abated to €600 per annum plus VAT if applicable, provided the premises is used as an office for the administration of First Fortnight's activities and a meeting space and a rehearsal development space for artists collaborating with the annual First Fortnight Festival.
4. The Licensee shall obtain Public Liability Insurance indemnifying Dublin City Council in the sum of €6.5 million for any one incident and Employers Liability Insurance of €13m and shall provide proof of such insurance to Dublin City Council.
5. That the Licensee shall be responsible for insuring its own contents.
6. That the Licensee shall sign a Deed of Renunciation.
7. The Licensee shall be responsible for all outgoings – rates (if applicable), insurance, utility bills and any other outgoings, statutory or otherwise, for the duration of the term of the Licence.
8. That First Fortnight CLG ensures that the City Council's official logo - and any other DCC credit deemed appropriate by the Arts Officer - is printed on all its publications.
9. The Licence can be terminated by either party giving one month's notice in writing.
10. The agreement shall be subject to any other such terms and conditions as deemed appropriate by Dublin City Council's Law Agent.

Paul Clegg

Executive Manager