

11th October 2022

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

Meeting: 8th November 2022

Item No.

With reference to the proposed grant of a further licence of office space at The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 to the Young People at Risk (YPAR) initiative.

By way of Agreement dated 16th January 2017, office space in the Tony Gregory Community, Youth & Sports Centre was let under licence by Dublin City Council to the Young People at Risk (YPAR) initiative for a term of 11 months from 16th November 2016 and subject to a monthly fee of €100.

The licence was renewed for a term of 2 years from 16th October 2017 and then for a further term of 3 years from 16th October 2019.

The current licence is due to expire on 15th October 2022 and the Centre Manager has confirmed that they have no objection to the renewal of the agreement.

Accordingly, it is proposed to grant a further licence of office desk space in The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 to the Young People at Risk (YPAR) initiative, subject to the following terms and conditions:

1. The Licence shall be for 2 years commencing on 16th October 2022.
2. The area to be licensed is shown coloured pink and outlined red on Map Index No. SM-2022-0466.
3. The Licence shall be subject to a fee of €100 per month, payable quarterly in advance directly to the Community Centre Manager.
4. The Licensed Area shall be used by the Licensees as an office space only. Should the Licensed Area be used for any other purpose, the Licence fee shall revert to the commercial value of €4,000 per annum.
5. The Licensee shall be obliged to sign a Deed of Renunciation.
6. The space shall be available from 8.30 am to 5.30 pm Monday to Friday.
7. Keys/access fobs to the premises shall only be held by the Licensees who shall be responsible for their use and all security issues associated with their use.
8. The Licensed Area may be used in common with an additional licensee and the Licensees acknowledge and accept this common use.
9. The Licensees shall have reasonable access to and use of the common areas (kitchen, toilets, etc.) as shown coloured yellow on Map Index No. SM-2022-0466.

10. To avoid disturbing other occupants, no meetings may be held in the office.
11. Use of other rooms/space within the Centre must be booked and paid for at the main reception desk.
12. The Licence can be terminated by either party on giving the other one month's notice in writing.
13. The Council reserves the right to change the location of the space to any other equivalent space within the building as the need arises.
14. The Licensees shall pay an agreed amount towards service charges, which shall cover waste charges, electricity, water, security and any other relevant charges, including any secretarial costs as may be agreed.
15. The Licence is personal to the Licensees and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.
16. The Licensees shall keep the Licensed Area in good condition and repair during the term of the Licence and shall not make any material changes to it without the prior consent of the Council.
17. The Licensees shall comply with all terms of the building's Waste Management Plan.
18. The Licensees shall obtain a high level of Public Liability Insurance and Employers Liability Insurance (if applicable) which shall indemnify the Council against any and all claims arising from the Licensees use of the premises. The Council will have an absolute right to set a minimum level of Public Liability and Employers Liability Insurance and review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million respectively).
19. On termination of the Licence, the Licensees shall be responsible for the removal of all their equipment and belongings from the premises and for leaving the Licensed Area clean and in good condition.
20. The Tony Gregory Community, Youth & Sports Centre may be designated as a "Rest Centre" as part of Dublin City Council's Major Emergency Plan. In the case of a national or local emergency, the Licensed Area may be used, without prior notice, by the Council or their agents for any purpose deemed necessary.
21. Each party shall be responsible for its own fees in this matter.
22. The Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.

Máire Igoe

Máire Igoe
Acting Executive Manager