

Property Development Department, Civic Offices.

24<sup>th</sup> November 2022

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

Meeting: Tuesday 13<sup>th</sup> December 2022

Item No.

## With reference to the proposed grant of a further licence of Units F02-F10, F11 and F13, Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7.

By way of Agreement dated 30<sup>th</sup> October 2008, Units F02-F10, F11 and F13 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 shown coloured pink on Map Index No. SM2010-0367-003 were granted under licence by Dublin City Council to Pitter Patter Community Creche & Pre-School CLG for a period of 11 months commencing on 1<sup>st</sup> May 2008. The licence was subsequently renewed with the most recent 2 year licence dated 6<sup>th</sup> September 2019 expired on 31<sup>st</sup> January 2021.

It is now proposed to grant a further licence to Pitter Patter Community Creche & Pre-School CLG subject to the following terms and conditions:

- 1. The proposed licence shall be for the period of 2 years and 11 months from 1<sup>st</sup> February 2021 to 31<sup>st</sup> December 2023 inclusive subject to a licence fee of €200 per annum.
- 2. The proposed licensed area is Units F02-F10, F11 and F13, as shown outlined on Map Index No. SM2010-0367-003.
- 3. The proposed licence shall be subject to a service charge fee of €9,447.52 per annum in respect of the cost of managing the building payable quarterly in advance directly to MACRO Building Management CLG.
- 4. The licensee shall be responsible for all outgoings including waste charges and any water charges or other charges which may become payable.
- 5. The licensee shall sign a deed of renunciation in respect of the licensed area.
- 6. The licensee shall be entitled to use the licensed area during the opening hours of the Markets Area Community Resource Organisation building which are 8.00 am to 9.00pm Mondays to Fridays.
- 7. The licence can be terminated by either party on giving the other one month's notice in writing.
- 8. The licensee shall keep its part of the premises in good condition and repair during the term of the licence.

- 9. The licensee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million) if they have employees and shall indemnify the City Council against any and all claims for compensation, which may arise from their use of their used of the property.
- 10. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.
- 11. The licensee shall not assign, sub-let alienate or part with possession of the subject property.
- 12. The licensee shall not erect any signage on the external or internal walls of the subject property without the prior consent of the Council.
- 13. The licence will be subject to any terms and conditions deemed appropriate by the Law Agent
- 14. Each party shall be responsible for its own legal costs.

Máire Igoe

A/Executive Manager