

08th September 2016

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

Meeting: Tuesday 11th October 2016

Item No.

**With reference to the proposed grant of a licence of Unit 5, Killarney Court,
Buckingham Street Upper, Dublin 1.**

Unit 5, Killarney Court, Dublin 1 is held by Dublin City Council under a 999 year lease from Cluid Housing Association. The premises was let by Dublin City Council under licence to Hands on Peer Education Limited (H.O.P.E.) for a period of 3 years from 31st March 2013 subject to an annual rent of €7,500 per annum but abated to €130 per annum so long as the premises continues to be used for community purposes.

This licence expired on 31st March 2016 and following a recommendation from the Area Manager, Central Area it is proposed to grant a further licence of Unit 5, Killarney Court, Dublin 1 which said premises is more particularly delineated on Map Index No. SM2010-0101 to Hands on Peer Education Limited (H.O.P.E), subject to the following terms and conditions:

1. That the new licence shall be for a period of 3 years commencing on 1st April 2016 to 31st March 2019.
2. That the open market rent shall be €7,500.00 (seven thousand five hundred euro) per annum which shall be abated to €130 per annum so long as the premises continues to be used for community purposes.
3. The licence can be terminated by either party giving the other one month's notice in writing.
4. That the licensee shall be required to sign a Deed of Renunciation.
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 be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Lessee shall take out and produce Public Liability Insurance in the sum of €6.4million and Employer Liability Insurance in the sum of €12.7million 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 during the term of the licence.
8. On termination of the License, 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.

9. The licence is personal to the licensee and shall not be capable of being transferred or otherwise disposed of.
10. The licence shall be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent in agreements of this type.

Executive Manager