

22nd November 2016

**To the Chairperson and Members of the
Central Area Committee**

With reference to the proposed grant of a further licence of part of the Ground Floor of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 to MACRO Building Management Limited.

By way of licence dated 18th February 2015, part of the Ground Floor of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which said part is more particularly outlined red and coloured pink on Map Index No. SM2012-0310 was let by Dublin City Council under licence to MACRO Building Management CLG (previously known as MACRO Building Management Limited) for a period of 2 years commencing on 1st January 2015. The licence will expire on 31st December 2016.

It is proposed to grant a further three year licence to MACRO Building Management CLG subject to the following terms and conditions:

1. The proposed licence shall be for a period of 3 years from 1st January 2017 (to coincide with the renewed Management Agreement between Dublin City Council and MACRO Building Management CLG which will run for the period 1st January 2017 to 31st December 2019) subject to a nominal rent of €1 if demanded.
2. The licensee shall be entitled to use the licensed area, which is more particularly outlined red and coloured pink on Map Index No. SM2012-0310, during the opening hours of the Markets Area Community Resource Organisation Building which are 8.00am to 10.00 pm daily.
3. The licensee shall sign a deed of renunciation in respect of the licensed area.
4. The licensee shall use the licensed area for a second hand shop and all income over expenditure may be retained by MACRO Building Management CLG as per Clause 9 of the Management Agreement.
5. The licence can be terminated by either party on giving the other one months notice in writing.
6. The licensee shall be responsible for all outgoings including Rates, waste charges and any water charges which may become payable.
7. The licensee shall keep its part of the premises in good condition and repair during the term of the licence.
8. 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 the property.

9. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.
10. The licensee shall not assign, sub-let alienate or part with possession of the subject property whatsoever.
11. The licence will be subject to any terms and conditions deemed appropriate by the Council's Law Agent.
12. Each party shall be responsible for it's own legal costs.

Mr. Paul Clegg
Executive Manager.