Report No: 22/2017 Report of the Executive Manager



With reference to the proposed grant of a further licence of Units S06 – S10 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7.

By way of licence dated 17th April 2015, Units S06-S10 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which said Units are more particularly coloured pink on Map Index No. SM2010-0367-006 were let under licence by Dublin City Council to Snug Counselling & Information Service Limited for a period of 2 years commencing on 1st February 2015. This licence is due to expire on 31st January 2017.

It is proposed to grant a further two year licence to Snug Counselling & Information Service Limited subject to the following terms and conditions:

- 1. The proposed licence shall be for the period of 2 years from 1st February 2017 subject to a licence fee of €1.00 if demanded.
- 2. The proposed licensed area is Units S06-S10, and is more particularly shown coloured pink on Map Index No. SM2010-0367-006.
- 3. The proposed licence shall be subject to a contribution fee of €8,684.28 per annum in respect of the cost of managing the building payable quarterly in advance directly to MACRO Building Management Limited.
- 4. The licensee shall sign a deed of renunciation in respect of the licensed area.
- 5. 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 10.00pm daily for community use only.
- 6. The licence can be terminated by either party on giving the other one months notice in writing.
- 7. The licensee shall be responsible for all outgoings including waste charges and any water charges which may become payable.
- 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 other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.
- 14. Each party shall be responsible for its own legal costs.

The area proposed to be licensed is contained in the MACRO Building which is built on lands which form part of the Council's City Estate (Reference AR 208).

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his discretion shall stipulate.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved by the Central Area Committee at its meeting on the 13th December 2016

This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

Dated this the 16th day of December 2016.

Paul Clegg. Executive Manager

