12<sup>th</sup> December 2016

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

## With reference to the proposed grant of a further licence of Unit G04 of the Markets Area Community Resource Organisation (MACRO) Building, No. 1 Green Street, Dublin 7.

By way of Agreement dated 2<sup>nd</sup> April 2015, Unit G04 of the Markets Area Community Resource Organisation (MACRO) Building, No. 1 Green Street, Dublin 7 which is delineated on Map Index No. SM2010-0367-002 was let under licence by Dublin City Council to Georges Hill School & Community Project Limited for a period of 2 years commencing on 1<sup>st</sup> February 2015. This licence is due to expire on 31<sup>st</sup> January 2017.

It is proposed to grant a further two year licence to Georges Hill School & Community Project Limited subject to the following terms and conditions:

- 1. The proposed licence shall be for the period of 2 years from 1<sup>st</sup> February 2017 subject to a licence fee of €1.00 if demanded.
- 2. The proposed licensed area is known as Unit G04, and is more particularly shown coloured pink on Map Index No. SM2010-0367-002.
- 3. The proposed licence shall be subject to a contribution fee of €1,331.12 per annum in respect of the cost of managing the building payable quarterly in advance directly to MACRO Building Management Limited who manage the premises on behalf of the Council.
- 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.
- 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 Law Agent in Agreements of this type.
- 14. Each party shall be responsible for its own legal costs.

Paul Clegg.

Executive Manager.

