

Property Development Department, Civic Offices.

24th June 2019

To the Chairperson and Members of The Central Area Committee

With reference to the proposed disposal of a further licence of Units T12 & T14 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 to the Irish Penal Reform Trust.

By way of licence dated 12th December 2013 Units T12 & T14 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which is coloured pink on Map Index No. SM2013-0773 was let under licence by Dublin City Council to the Irish Penal Reform Trust for a period of 12 months commencing on 4th November 2013. The licence was subsequently renewed and the most recent 2 year licence dated 4th November 2017 will expire on 3rd November 2019.

It is proposed to grant a further two year licence to the Irish Penal Reform Trust subject to the following terms and conditions:

- 1. The proposed licence shall be for a period of 2 years from 4th November 2019 subject to a nominal rent of €1 if demanded.
- 2. The proposed licensed area is Unit T12 & T14, and is more particularly shown coloured pink on Map Index No. SM201-0773.
- 3. The proposed licence shall be subject to a contribution fee in respect of the cost of managing the building of €7,907.04 per annum payable quarterly in advance directly to MACRO Building Management CLG.
- 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 for office use only during the opening hours of the Markets Area Community Resource Organisation Building which are 8.00am 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 rates, waste charges and any water charges which may become payable.
- 8. The licensee shall keep it's 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) and shall indemnify the City Council against any and all claims for compensation, which may arise from their use 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 Council's Law Agent.
- 14. Each party shall be responsible for its own legal costs.

Helen McNamara

Senior Executive Officer