Report No. 240/2019 Report of the A/Assistant Chief Executive



## With reference to the proposed disposal of a further licence of Units T02-T07 and T22 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7.

By way of licence dated 1<sup>st</sup> December 2011, Units T02 - T07 incl. and T22 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which are shown coloured pink on Map Index No. SM2010-0692-001 were let under licence by Dublin City Council to the European Consumer Centre (Ireland) CLG for a period of 11 months commencing on 1<sup>st</sup> December 2011. The licence was subsequently renewed and the most recent 2 year licence dated 23<sup>rd</sup> November 2017 will expire on 31<sup>st</sup> October 2019.

It is proposed to grant a further two year licence to the European Consumer Centre (Ireland) CLG subject to the following terms and conditions:

- 1. The proposed licence shall be for the period of 2 years from 1<sup>st</sup> November 2019 subject to a licence fee of €1.00 if demanded.
- 2. The proposed licensed area comprises Units T02 T07 incl. and Unit T22, more particularly shown coloured pink on Map Index No. SM2010-0692-001.
- 3. The proposed licence shall be subject to a contribution fee of €21,420 per annum in respect of the cost of managing the building, 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 8.00 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 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.

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 9<sup>th</sup> July 2019.

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

## Resolution to be adopted:

That Dublin City Council notes the contents of Report No. 240/2019 and assents to the proposal outlined therein.

Dated this the 9<sup>th</sup> day of August 2019.

Paul Clegg Acting Assistant Chief Executive

