

13<sup>th</sup> January 2020

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

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**With reference to the proposed grant of a 5 year licence in respect of the Ground Floor  
and shared access to the First Floor, 53 Dorset Street Upper, Dublin 1.**

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By way of Licence Agreement dated 8<sup>th</sup> May 2009 the Ground Floor of 53 Dorset Street Upper Dublin1 as shown outlined in red and shaded pink on Map Index No SM-2019-403 was granted under Licence by Dublin City Council to Dublin North City Money Advice and Budgeting Service Limited (MABS) for a period of 4 years and 9 months from the 8<sup>th</sup> May 2009 and subject to a Licence fee of €30,907 per annum.

A second Licence dated 8<sup>th</sup> February 2014 expired on the 31<sup>st</sup> September 2018 and the Central Area Office has confirmed that it has no objection to the continued occupation of the premises by Dublin North City Money Advice and Budgeting Service Limited (MABS), now officially renamed as North Dublin Money Advice and Budgeting Services (MABS) CLG.

Accordingly it is proposed to grant a further licence to North Dublin Money Advice and Budgeting Service (MABS) CLG subject to the following terms and conditions:

1. That the Licensee shall enter into a licence agreement with Dublin City Council for the subject area shown outlined in red and shaded pink on the attached map index No. SM-2019-0403.
2. That the Licence shall be for a five year term, effective from 1<sup>st</sup> October 2018.
3. That the licensed area shall be used by the North Dublin MABS CLG as an office and storage area.
4. That the Licence fee shall be a sum of €25,413.85 per annum plus VAT (if applicable) payable quarterly in advance. The licence fee includes an alarm and utility (light & heating) cost.
5. That the opening hours shall be 9.00 am to 6.00 pm daily. The licensed area may only be used outside of those hours with the express permission of the City Council.
6. That the Licensee shall be responsible for the payment of all outgoing including rates, charges, fees, bills etc. that may become due on the licensed area during the period of the licence.
7. That the Licensee shall keep the licensed area in a good state of repair and carry out all maintenance and repairs, in consultation with the Licensor.
8. That the Licence can be terminated by either party on giving the other three months' notice in writing.
9. That the Licensee shall be granted access to the common areas shown coloured yellow on Map Index No SM-2019-0403. All common areas shall be left clean and tidy after use.

10. That the keys to the premises shall only be held by official employees of the North Dublin MABS CLG who shall be responsible for their use and all security issues associated with their use.
11. That the Licence is personal to the Licensee only and the Licensee shall not assign, sublet or part with possession of the licensed area or part thereof without obtaining the written consent of the City Council.
12. That the Licensee shall not carry out any alteration or development of the proposed licensed area or erect any signage, structure or mast without prior consent of the Council.
13. The Licensee shall keep its part of the premises and the fixtures and fittings within in good condition and repair during the term of the licence and shall not make any material changes to the subject property without the prior consent of the Council.
14. That the fixtures and fittings may not be removed from the premises.
15. That the Licensee shall be responsible for the proper storage and removal of waste from the subject property and pay for all associated charges.
16. That the Licensee shall be responsible for any loss or damage to goods, materials, vehicles and machinery on the licensed area.
17. That the Licensee shall at all times ensure the licensed area is not used in such a way to be a nuisance to the public or adjacent occupiers.
18. That the Licensee shall ensure that the highest level of Health & Safety Standards apply to the use of the licensed area.
19. The Licensee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.4m and Employer's Liability Insurance of €13m and shall indemnify Dublin City Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
20. That on the termination of the Licence, the Licensee shall at their own expense remove all items not belonging to the Council (if the Council so require it) and shall leave the property clean and cleared to the satisfaction of the City Council.
21. That the Council, its officials, employees or agents shall have the right to enter upon the site, for the purposes of ensuring the terms of this licence are complied with.
22. That all parties hereto accept that this agreement is a licence agreement for the use of the premises only and that it does not constitute a tenancy of any sort in the premises. Nothing therein contained is intended to create or shall be taken as creating a relationship of landlord and tenant between the Licensor and the Licensee. This agreement may be executed in a deed of renunciation.
23. That the Licence shall contain such other covenants and conditions as deemed appropriate by the Council's Law Agent and as normally contained in Council licences of this nature.
24. That each party shall be responsible for their own fees in this matter.
25. That this proposal is subject to the necessary consents and approvals being obtained.

Paul Clegg

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**Executive Manager**