

**Development Department,
Civic Offices.**

**To: The Chairman and Members of the
South East Area Committee**

**With reference to the proposed grant of a further licence of the premises at No.5
Emor Street, Dublin 8 to DePaul Ireland.**

By way of Agreement dated 8th May 2017 the premises at No. 5 Emor Street, Dublin 8 which said premises is more particularly delineated on Map Index No. SM2021-0069 was let under licence by Dublin City Council to DePaul Ireland for a term of 12 months from 1st April 2017 subject to a rent of €1.00 (if demanded) for use as a step down support facility in collaboration with the Central Mental Hospital and the Health Service Executive (Order of the Executive Manager D58 dated 9th February 2016 refers).

This licence expired on 31st March 2018 and the licensee has been over holding under same. The council's South East Area Office has no objection to the renewal of this licence subject to the following terms and conditions:

1. The licence shall be for a period of 4 years commencing on 1st April 2018.
2. The licence fee is €36,000 P/A and shall be abated to €100 per annum. (De Paul Ireland are funded by the HSE under a service level agreement to operate the project and daily running costs. They receive no other funding).
3. DePaul Ireland shall be required to sign a Deed of Renunciation.
4. The premises which are more particularly delineated on Map Index No. SM2021-0069 shall be used by DePaul Ireland as a step-down support facility only (i.e. to offer accommodation and support to vulnerable persons progressing towards independent living) in collaboration with the Central Mental Hospital and the Health Service Executive.
5. The licensee shall have and operate a 'Good Neighbourhood' policy in terms of cultivating and maintaining positive relations with neighbours in the immediate proximity, and where the need arises, take active steps to prevent and resolve any issues/complaints related to the activities of this service and of its service users. The licensor shall be notified and kept informed of such issues regarding public nuisance and antisocial behaviour as a result of the service and its service users and report on the immediate impact on the community and neighbourhood

6. The licence can be terminated by either party by giving the other one month's notice in writing.
7. The licensee shall be responsible for all rates, taxes, electricity, waste, telephone charges and any other charges which may be applied to the premises during the licence period.
8. The licence is personal to the licensee and the licensee shall not be permitted to assign, sublet or otherwise part with any part of the premises.
9. The licensee shall be responsible for fully insuring the licensed premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The licensee shall obtain a high level of public liability and employer's liability insurance indemnifying the Council. The Council will have an absolute right to set a minimum level of public liability and employer's liability insurance (the current minimum levels are €6.5M and €13M respectively).
10. The licensee shall accept the licensed premises in its present condition and shall be responsible for any internal repairs and decoration necessary to make it safe and suitable for the activities to be carried out therein.
11. The licensee undertakes to conduct routine general maintenance and shall keep the licensed premises 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.
12. On termination of the licence the licensee shall at their own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City.
13. The licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.
14. Each party shall be responsible for its own legal costs in this matter.

Paul Clegg
Executive Manager