

16<sup>th</sup> March 2021

**To: The Chairman and Members of  
The Central Area Committee**

Meeting: 13<sup>th</sup> April 2021

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**With reference to the proposed grant of a further licence of office space at Ballybough, Youth & Sports Centre, Ballybough Road, Dublin 1 to Mary Meehan, Pat Gates and Frank Mulville on behalf of the Young People at Risk (YPAR) initiative.**

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By way of Agreement dated 16<sup>th</sup> January 2017 office space in the Ballybough Community Centre, Ballybough Road, Dublin 1 (now known as The Tony Gregory Community, Youth & Sports Centre) was let under licence by Dublin City Council to Pat Gates, Frank Mulville and Mary Meehan on behalf of the Young People at Risk (YPAR) initiative for a term of 11 months from 16<sup>th</sup> November 2016 and subject to a monthly licence fee of €100 (Order of the Executive Manager D446 dated 5<sup>th</sup> December 2016 refers).

The licence was renewed for a further term of 2 years from 16<sup>th</sup> October 2017 to 15<sup>th</sup> October 2019 and the licensees are currently overholding under same. The Tony Gregory Community, Youth & Sports Centre is managed by the Council's Culture, Recreation and Economic Services Department, and the Centre Manager has no objection to the renewal of this licence for a 3-year term.

Accordingly it is proposed to grant a 3-year licence of office desk space in The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 which said space is more particularly coloured pink on the map annexed hereto to Mary Meehan, Pat Gates & Frank Mulville on behalf of the Young People at Risk (YPAR) initiative, subject to the following terms and conditions:

1. The licence shall be for 3 years commencing on 16<sup>th</sup> October 2019.
2. The licensed area which is more particularly coloured pink on the map annexed hereto, shall be used by the licensees as an office desk space only.
3. The licence shall be subject to a fee of €100 per month, payable quarterly in advance directly to the Community Centre Manager.
4. The licensee shall be obliged to sign a Deed of Renunciation.
5. The space shall be available from 8.30 am to 5.30 pm Monday to Friday.
6. Keys/access fobs to the premises shall only be held by the three licensees who shall be responsible for their use and all security issues associated with their use.
7. The licensed area may be used in common with a second licensee and the licensee's acknowledge and accept this common use.
8. The licensees shall have reasonable access to and use of the common areas (kitchen, toilets, etc.) as shown coloured yellow on the map annexed hereto.

9. To avoid disturbing other occupants, no meetings may be held in the office.
10. Use of other rooms/space within the Centre must be booked and paid for at the main reception desk.
11. The licence can be terminated by either party on giving the other one month's notice in writing.
12. The Council reserves the right to change the location of the space to any other equivalent space within the building as the need arises.
13. The licensees shall pay an agreed amount towards service charges, which shall cover waste charges, electricity, water, security and any other relevant charges, including any secretarial costs as may be agreed.
14. The licence is personal to the licensees and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.
15. The licensees shall keep the licensed area in good condition and repair during the term of the licence and shall not make any material changes to it without the prior consent of the Council.
16. The licensees shall comply with all terms of the building's Waste Management Plan.
17. The licensees shall obtain a high level of public liability insurance and employer's liability insurance (if applicable) which shall indemnify the Council against any and all claims arising from the licensee's use of the premises. The council will have an absolute right to set a minimum level public liability and employer's liability insurance and review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million respectively).
18. On termination of the licence, the licensees shall be responsible for the removal of all their equipment and belongings from the premises and for leaving the licensed area clean and in good condition.
19. The Tony Gregory Community, Youth & Sports Centre may be designated as a "Rest Centre" as part of Dublin City Council's Major Emergency Plan. In the case of a national or local emergency the licensed area may be used, without prior notice, by the Council or their agents for any purpose deemed necessary.
20. Each party shall be responsible for their own fees in this matter.
21. The licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.

**Paul Clegg**

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**Executive Manager**