

23rd September 2021

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

Meeting: 11th October 2021.
Item No.

With reference to the proposed grant of a further licence of the premises known as OLV Building (part of) Cathedral View Court, Dublin 8 to David Kessie (on behalf of 61st Merchant Quay Scout Group)

By way of Licence Agreement dated 30th April 2015 part of the premises known as the OLV Building, Cathedral View Court, Dublin 8 was let to Frank Treacy, on behalf of 61st Dublin Scout Group, now known as 61st Merchant Quay Scout Group for a period of 3 years from 30th April 2015 for use solely for scouting activities only and not for any other purpose and subject to a licence fee of €1.00 per annum (if demanded). The licence expired on 29th April 2018.

It is proposed to grant a further licence in the name David Kessie on behalf of 61st Merchant Quay Scout Group, subject to the terms and conditions set out below:

1. The proposed licence shall be for a period of 5 years from 30th April 2018.
2. The proposed licensed area is for part of the premises known as the OLV Building, Cathedral View Court, Dublin 8 and is shown outlined on Map Index No. SM2014-0738.
3. The Licence fee shall be €4,900 per annum but abated to €1.00 (one euro) per annum for the period 30th April 2018 to 29th April 2021 and €4,900 per annum but abated to €200 (two hundred euro) per annum for the period 30th April 2021 to 29th April 2023, provided the area is used for the normal activities associated with scouting activities only and not for any other purpose.
4. The licensee shall sign a Deed of Renunciation.
5. That the licence is non-transferable and the Licensee shall not sublet, sub divide, alienate or part with possession of the subject property.
6. That the area shall be used by the licensee for the normal activities associated with scouting activities. Any intention to use the area for any other activity will require the prior permission in writing of Dublin City Council.
7. That Dublin City Council reserves the right to allow other users access to the area from time to time, following consultation with the Licensee.
8. That the subject space is returned to Dublin City Council should the Licensee no longer wish to use it for the permitted use.
9. That the Licensee shall have reasonable access to/use of all common areas including kitchens, toilets etc. and ensure that after use such areas are left in the same condition as found.
10. That the Licensee should ensure there is sufficient trained staff on duty when the area is being used. The Licensee shall be responsible for all appropriate access/egress and control of staff, clients, visitors and other persons through their designated entrance.
11. The Licensee shall ensure that its entire staff has the appropriate training and Garda Clearance required to adequately work with and service the needs of their client base.

12. Where the Licensee is engaged in activities with other clubs, organisations or individuals that the Licensee shall be responsible for use of the Licenced area by such groups or individuals.
13. That the Licensee shall be responsible for adequately securing the area at all times, against entry by unauthorised persons or damage by third parties and to maintain a safe and secure environment for all users of the licenced area including the taking of all reasonable steps to prevent unauthorised persons gaining access at any time which shall include the locking of all doors, windows and all other apertures.
14. That the Licensee shall supply all equipment required to run its' services, including sporting equipment, office supplies, kitchen appliances and other equipment, phones, photocopier etc.
15. Either party on giving the other one month's notice in writing can terminate the Licence based on due processes as agreed by both parties.
16. The Licensee shall keep the Licenced area in good condition and repair during the terms of the Licence and shall not make any material changes to it without the prior consent of Dublin City Council.
17. The Licensee shall comply with all terms of the building's Waste Management Plan.
18. The Licensee shall indemnify Dublin City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with the use and occupation of the said premises by means of an insurance policy in the sum of €6.5 million of Public Liability and €13 million of Employers Liability against any claim by any person, employee or invitee of theirs.
19. The Licensee will be responsible for insuring its' own contents.
20. There shall be a prohibition on the sale, consumption and manufacture of intoxicating liquor in the Licenced area.
21. The Licensee acknowledges and agrees that the building is a no smoking building.
22. On termination of the Licence the Licensee shall be responsible for the removal of all its' equipment and belongings from the premises and must leave the Licenced area clean and in good condition.
23. That the licensee shall not exhibit any sign, board, placard, poster or advertising matter or any flag or banner in or outside the area without first obtaining the written consent of Dublin City Council.
24. During the term and at all times, the Licensee to observe and comply in all respects with the provisions and requirements of any and every enactment, regulation, statutory order, statutory instrument, government, departmental, EU, Local Authority Order, regulation or directive, including the recommendations and regulations of the Fire Authority, Health & Safety Authority, Office of Minister of Children and any recommendations and regulations as laid down from time to time by any appropriate body or authority and to indemnify Dublin City Council at all times against all proceedings, actions, costs, charges, claims, expenses, damages and liabilities losses and demands arising from the breach of this Clause. The Licensee shall ensure that all staff, clients, service users and visitors shall comply with the above requirements.
25. That the Licensee shall ensure compliance with all Health & Safety Legislation prior to the signing of the Licence agreement and comply with all Food, Safety and Hygiene Regulations and other Legislation Codes as appropriate.
26. The Licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the Licenced area giving at least two weeks' notice in writing of its intention, (except in emergency situations) without liability to compensate the Licensee for any loss, damage or inconvenience, and do all acts necessary for the purpose of carrying out such works to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council

as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.

27. That each party shall be responsible for its' own fees in this matter.
28. That the Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent

Paul Clegg
Executive Manager