

27th October 2021

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

Meeting: 9th November 2021

With reference to the proposed grant of a further licence of the 1st Floor of the premises at No. 22 Buckingham Street Lower, Dublin 1 to Professor Joe Barry & Maureen O’Sullivan on behalf of the North Inner City Drugs and Alcohol Task Force (NICDATF) CLG

By way of Agreement dated 24th February 2014 the 1st Floor of the premises at No. 22 Buckingham Street Lower, Dublin 1, which is shown on Map Index No. PD2008-100 together with the common area coloured in yellow, was let under licence by Dublin City Council to Professor Joe Barry and Maureen O’Sullivan on behalf of The North Inner City Drugs Task Force (NICDTF) for a period of 11 months from 3rd August 2013 and subject to a licence fee of €127. The most recent licence expired on 2nd March 2020 and plans have been made for the group to be relocated to new premises.

While a definite date for the relocation has yet to be set, it is proposed to grant a further licence of the 1st floor of No. 22 Buckingham Street Lower, Dublin 1 to Professor Joe Barry and Maureen O’Sullivan on behalf of The North Inner City Drugs and Alcohol Task Force CLG subject to the following terms and conditions.

1. The licence shall be for a period of 22 months commencing on 3rd March 2020.
2. The licensees shall not have exclusive use of the property which is more particularly delineated on Map Index No. PD2008-100 and the Council shall be entitled to enter and use the property with prior agreement from the North Inner City Drugs and Alcohol Task Force.
3. The licence can be terminated by either party on giving the other one month’s notice in writing.
4. The licence fee for shall be €7,500 per annum, to be abated to €127 per annum provided that the premises continue to be used for non-profit making community purposes only.
5. The licensees shall pay an agreed contribution towards the service charges for the building.
6. The licensees shall not assign or sublet the premises.
7. The licensees shall indemnify the City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with the use and occupation of the said premises, including the shared area by means of an insurance policy in the sum of €6.5M in respect of Public Liability and

€13M in respect of Employers Liability against any claim by any person, employee or invitee of theirs.

8. The licensees shall accept its part of the premises in its present condition and shall be responsible for any repairs and decoration necessary to make it safe and suitable for the activities to be carried out therein.
9. The licensees shall keep its part of the premises in good condition and repair during the term of the licence.
10. The licensed area shall be available for use by the North Inner City Drugs and Alcohol Task Force (NICDATF) from 6.00am to 10.00pm daily.
11. On termination of the licence the licensees 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 Council.
12. The licence will be subject to any terms and conditions deemed appropriate by the Council's Law Agent.

Paul Clegg
Executive Manager