

Property Development Department, Civic Offices.

5th April 2022

To: The Chairman and Members of Central Area Committee

Meeting: Tuesday 10th May 2022

Item No.

With reference to the proposed grant of further licence of the premises known as the Hill Street Family Resource Centre, Hill Street, Dublin 1.

By way of Agreement a premises at Hill Street, Dublin 1 which said premises is more particularly shown outlined red and coloured pink on Map Index No. PD2008-023 and which is now more commonly known as the Hill Street Family Resource Centre was let by Dublin City Council under licence to Hill Street Family Resource Centre Limited for a period of 5 years from 2nd January 2012 and subject to a licence fee of €246 (inclusive of V.A.T.).

A further licence was granted for a term of 5 years from 2nd January 2017, which expired on 1st January 2022. The Central Area Manager has confirmed there is no objection to the proposed grant of a further licence on similar terms and conditions as those included in the previous licence.

Accordingly, it is proposed to grant a further licence of the premises known as the Hill Street Family Resource Centre, Hill Street, Dublin 1, which are more particularly shown outlined red and coloured pink on Map Index PD2008-023, to Hill Street Family Resource Centre subject to the following terms and conditions:

- 1. The licence shall be for a period of 5 Years to commence on 2nd January 2022.
- 2. The Licence fee shall be €68,400 (sixty eight thousand four hundred euro) per annum, plus VAT if applicable.
- 3. The licence fee shall be abated to €200.00 (two hundred euro) per annum plus VAT if applicable, payable yearly in advance, so long as the premises is used solely as a family resource centre.
- 4. The Licensee shall sign a Deed of Renunciation.
- 5. The Licence can be terminated by either party on giving the other one month's notice in writing.
- 6. The Licence is to operate between the hours:

Monday: 9.00 – 17.30 Tuesday: 9.00 – 21.15 Wednesday: 9.00 – 17.30 Thursday: 9.00 – 21.30 Friday: 9.00 – 17.00

Saturday: 9.30 – 17.30 from October to April; 9.30 – 20.30 from May to September.

Any changes to these hours must be agreed in advance with the Council's Central Area Office.

- 7. The Licensee shall be responsible for all rates, taxes and other outgoing save for ESB and fire alarm contract charges and for maintenance of the exterior of the building and the gates.
- 8. The Licensee shall keep the premises in good condition and repair during the term of the licence.
- 9. The Licensee 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 by means of an insurance policy in the sum of €6.5 million in respect of Public Liability Insurance and €13 million in respect of Employers Liability insurance against any claim by any person, employee or invitee.
- 10. The Licensee shall not part with possession of any part of the premises. The Licensee is granted possession of the premises on a non-exclusive basis and shall permit occasional use by other groups subject to production of appropriate insurance cover to the Council.
- 11. On termination of the Licence, the Licensee shall be responsible for the removal of all their materials from the premises.
- 12. The Licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.
- 13. Each party shall be responsible for its own fees in this matter.

Paul Clegg

Executive Manager.