

Property Development Department, Civic Offices.

9<sup>th</sup> June 2022

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

Meeting: Tuesday 12<sup>th</sup> July 2022

Item No.

## With reference to the proposed disposal of a further licence of Units T12 & T14 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7

By way of licence dated 12<sup>th</sup> December 2013 Units T12 & T14 of the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7 which is outlined in pink on Map Index No. SM2013-0773 was let under licence by Dublin City Council to the Irish Penal Reform Trust for a period of 12 months commencing on 4<sup>th</sup> November 2013. The licence was subsequently renewed and the most recent 2 year licence dated 16<sup>th</sup> September 2020 expired on 3<sup>rd</sup> November 2021.

It is proposed to grant a further two year licence to the Irish Penal Reform Trust subject to the following terms and conditions:

- 1. The proposed licence shall be for the period from 4<sup>th</sup> November 2021 to 31<sup>st</sup> December 2023 and subject to a licence fee of €200.00 per annum.
- 2. The proposed licensed area comprises Unit T12 & T14, and is more particularly shown outlined on Map Index No. SM2013-0773.
- 3. The proposed licence shall be subject to a service charge in respect of the cost of managing the building of €7,707.04 per annum payable quarterly in advance directly to MACRO Building Management CLG.
- 4. The licensee shall be responsible for all outgoings outgoings including rates, waste charges and any water charges, telephones, photocopying utilities which may become payable.
- 5. The licensee shall sign a deed of renunciation in respect of the licensed area.
- 6. The licensee shall be entitled to use the licensed area for office use only during the opening hours of the Markets Area Community Resource Organisation Building which are 8.00am to 9.00pm daily.
- 7. The licence can be terminated by either party on giving the other one months notice in writing.
- 8. The licensee shall keep its part of the premises in good condition and repair during the term of the licence.

- 9. The licensee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million) and shall indemnify the City Council against any and all claims for compensation, which may arise from their use of the property.
- 10. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.
- 11. The licensee shall not assign, sub-let alienate or part with possession of the subject property.
- 12. The licensee shall not erect any signage on the external or internal walls of the subject property without the prior consent of the Council.
- 13. The licence will be subject to any terms and conditions deemed appropriate by the Council's Law Agent.
- 14. Each party shall be responsible for its own legal costs.

Máire Igoe

A/Executive Manager