

18th August 2022

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

Meeting: 13th September 2022

Item No.

With reference to the proposed grant of a further licence of Unit 1, Killarney Court, Buckingham Street Upper, Dublin 1 to Dublin Inner City Community Co-operative Society Limited t/a Dublin City Community Co-operative

By way of Agreement dated 24th April 2017, the premises known as Unit 1 Killarney Court, Buckingham Street Upper, Dublin 1 were let under licence by Dublin City Council to Noel Wardick on behalf of Dublin Inner City Community Co-operative Society Ltd t/a Dublin City Community Co-operative for a period of 12 months (Managers Order D412 dated 15th November 2016 refers).

Further licences were granted with the most recent due to expire on 4th October 2022. There is no objection from the Central Area Office to a further licence being granted and accordingly, it is proposed that a further licence of Unit 1, Killarney Court be granted to Dublin Inner City Community Co-operative Society Limited t/a Dublin City Community Co-operative subject to the following terms and conditions:

1. The premises to be licensed are known as Unit 1, Killarney Court, Buckingham Street Upper, Dublin 1 and are shown on Map Index No. SM-2021-0326.
2. The Licence shall be for a period of 4 years commencing on 5th October 2022.
3. The Licence can be terminated by either party giving one month's notice in writing.
4. The Licence fee shall be €14,000 (fourteen thousand euro) per annum, abated to €2,400 (two thousand four hundred euro), payable quarterly in advance, provided that the premises are used solely for the normal community activities of the Licensee.
5. The Licensee will be required to sign a Deed of Renunciation.
6. The Licensee shall be responsible for utilities and all charges applicable to the unit incl. taxes, services charges etc.
7. The Licensee shall keep the premises in good condition and repair during the term of the licence.
8. The Licensee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from the use

of the premises. The licensee shall take out and produce Public Liability insurance in the sum of €6.5 million and Employer's Liability insurance in the sum of €13 million for any incident with recognised insurance company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.

9. On termination of the Licence, the Licensee shall at its 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.
10. The Licence shall be personal to the Licensee and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.
11. Each party shall be responsible for their own legal fees.
12. The Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.

Máire Igoe

Acting Executive Manager