

Property Development Department, Civic Offices.

12th September 2022

To: The Chairman and Members of Central Area Committee

Meeting: Tuesday 11th October 2022

Item No.

With reference to the proposed grant of a licence of Units T02-T07, Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King St, D7.

MACRO Building Management CLG has reported that Units T02-07 in the MACRO building have become vacant and have requested that a licence be granted to them for these units which are shown outlined on Map Index SM-2022-0195, at the Markets Area Community Resource Organisation (MACRO) Building, Green Street/North King Street, Dublin 7, subject to the following terms and conditions.

- 1. The proposed licence shall be for the period of 2 years and 7 months from 1st June 2021 to 31st December 2023 and subject to a licence fee of €200 per annum.
- 2. The proposed licensed area is Units T02-T07 inclusive as shown outlined on on Map Index No.SM-2022-0195.
- 3. The proposed licence shall be subject to a service charge of €18,603 per annum in respect of the cost of managing the building, payable quarterly in advance.
- 4. The licensee shall manage the space and ensure its' use by various community groups for hire on an hourly basis/for once off and occasional use. The licensee will also run it's own activities from the licensed area including children's and senior citizens activities. All income over expenditure it incurs from the licensed area may be retained by MACRO Building Management CLG and used solely for investment in the premises, improving services in the premises, or marketing for the premises.
- 5. The licensee shall be responsible for all other outgoings including rates, waste charges and any water charges, telephones, photocopying utilities which may become payable.
- 6. The licensee shall be entitled to use the licensed area during the opening hours of the Markets Area Community Resource Organisation building which are 8.00 am to 9.00pm Mondays to Fridays.
- 7. The licensee shall sign a Deed of Renunciation in respect of the licensed area.
- 8. The licence can be terminated by either party on giving the other one months notice in writing.
- 9. The licensee shall keep its part of the premises in good condition and repair during the term of the licence.

- 10. The licensee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million) if they have employees and shall indemnify the City Council against any and all claims for compensation, which may arise from their use of the property.
- 11. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.
- 12. The licensee shall not assign, sub-let alienate or part with possession of the subject property.
- 13. The licence will be subject to any terms and conditions deemed appropriate by the Law Agent
- 14. Each party shall be responsible for its own legal costs.

Máire Igoe

A/Executive Manager