

27th September 2022

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

Meeting: 11th October 2022

Item No.

With reference to the proposed grant of a further licence of part of The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 to Crosscare

By way of Agreement dated 11th January 2022, various spaces within The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 were let under licence by Dublin City Council to Crosscare for a term of 12 months from 14th July 2021 and subject to a licence fee of €38,000 per annum abated to €200 per annum.

The Manager of The Tony Gregory Community, Youth & Sports Centre has recommended that the licence be renewed and accordingly, it is now proposed to grant a further licence of various spaces within The Tony Gregory Community, Youth & Sports Centre, Ballybough Road, Dublin 1 to Crosscare subject to the following terms and conditions:

1. The Licence shall be for a term of 3 years from 15th July 2022.
2. The Licence fee shall be the current market rental value of €38,000 per annum plus VAT if applicable.
3. The Licence fee shall be abated to €200.00 per annum, payable directly to the Centre Manager, provided that the Licensed Areas are used solely as a community youth centre by Crosscare on a non-profit basis. Should the Licensed Areas be used for any other purposes, the full market rental value will apply.
4. The Licensed Area comprises a ground floor office space, a first floor Youth Activities room and a temporary structure in The Tony Gregory Community, Youth & Sports Centre. The areas are shown outlined in red and shaded pink on Map Index No. SM-2020-0243.
5. The Licensee shall have access to the common areas as shown coloured yellow on the attached Map Index No. SM-2020-0243.
6. The Licensee may use the Licensed Areas during The Tony Gregory Community, Youth & Sports Centre's opening hours only. The Centre business hours are:

Monday to Thursday 8am-10pm
Friday 8am-9pm
Saturday 10am – 5pm.
7. The Licensed areas may only be used by Crosscare outside of those hours by an agreement with the Community Centre Manager.

8. The Licensor will endeavour to give priority use of other rooms/facilities within the building if pre-booked via the reservation desk and subject to availability. This only applies to Crosscare itself and not associated groups or visitors.
9. Any use of outdoor areas must be pre-booked via the reservation desk subject to availability.
10. One parking space shall be allocated for use by Licensee for the duration of the licence period only as agreed with the Community Centre Manager. The Licensor reserves the right to change the location of the space to any other equivalent space within the complex as the need arises.
11. The keys/access control fobs to the Licensed Areas shall only be held by official representatives of Crosscare who shall be responsible for their use and all security issues associated with their use. Terms and conditions of the key holding agreement shall be agreed between the manager of The Tony Gregory Community, Youth & Sports Centre and the group.
12. The Licensee shall be responsible for the internal repair and upkeep of the Licensed Areas during the term of the Licence and shall not make any material changes to the subject premises.
13. The Licensee shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the areas and comply with all terms of the The Tony Gregory Community, Youth & Sports Centre's Waste Management Plan.
14. The Licensee shall comply with all Health and Safety legislation in its use of the licensed areas.
15. The Licensee shall ensure that its use and occupation of the Licensed Areas complies with all statutory consents.
16. The Licensee shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Licensee shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
17. The Licensee shall be responsible for all charges in respect of electricity, heating, security, maintenance and building insurance by way of a service charge to the Community Centre Manager based on the demised area. The Licensee shall be responsible for and required to pay on a monthly basis a percentage of the overall total service charge cost in respect of the entire complex.
18. The Licensee shall be responsible for providing their own office administration supplies and secretarial services.
19. The Licensee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the Licensed Premises.
20. The Licensee shall not assign or sublet the Licensed Areas.
21. The Licensee shall not carry out any structural alterations on the subject areas.
22. The Licensee shall not erect any signs or advertisements.
23. The Licence can be terminated by either party on giving the other one month's notice in writing.

24. Upon expiry of the License, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the areas clean and cleared to the satisfaction of the Licensor.
25. The Tony Gregory Community, Youth & Sports Centre may be designated as a "Rest Centre" as part of Dublin City Council's Major Emergency Plan in the case of local emergency and that the subject premises may be used without prior notice by the Licensor or its agents for any purposes deemed necessary.
26. The Licensee shall sign a Deed of Renunciation.
27. Each party shall be responsible for their own fees and costs in this matter.
28. The Licence shall be subject to any such covenants and conditions as may be stipulated by the Council's Law Agent.

Máire Igoe
Acting Executive Manager