To the Lord Mayor and Members of Dublin City Council

Report No. 327/2022 Report of the A/Executive Manager



With reference to the proposed grant of a further licence of Unit 6, Liberty Corner, James Joyce Street, Dublin 1 to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG (formerly Acts of Compassion Project Limited).

By way of Agreement dated 27th June 2017, the premises known as Unit 6, Liberty Corner, James Joyce Street, Dublin 1 were let by Dublin City Council by way of licence to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG for a term of 11 months from 17th February 2017, subject to a licence fee of €500 and for use as a community aid, support and counselling facility.

The licence was subsequently renewed with the most recent agreement due to expire on 16th February 2023. The Central Area Manager has confirmed that there is no objection to a further licence and it is now proposed to grant a further licence of the premises known as Unit 6, Liberty Corner, James Joyce Street, Dublin 1 to (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG subject to the following terms and conditions:

- 1. The Licence shall be for a term of 2 years commencing on 17th February 2023.
- 2. The Licensed Area is outlined in red on Map Index No. SM-2022-0441.
- 3. The Licence fee shall be the current market value of €10,700 p.a., abated to €500 per annum provided that the Unit is used solely as a community aid, support and counselling facility.
- 4. The Licensee shall be required to sign a Deed of Renunciation.
- 5. The Unit may be used from 9.00am to 8.00pm daily. The Licensed Area may only be used outside of those hours with the expressed permission of the City Council.
- 6. Keys to the Unit shall only be held by official representatives of (Acts of Compassion Ministries) Voice of New Communities Drugs & Alcohol Network CLG, who shall be responsible for their use and all security issues associated with their use.
- 7. The Licence can be terminated by either party on giving the other one month's notice in writing.
- 8. The Licensee shall be responsible for all outgoings including service charges, electricity, water, rates and any taxes or charges which may be due on the Licensed Area.
- 9. The Licensee shall be responsible for waste removal from the premises and shall make its own arrangements for same.
 - 10. The Licensee shall be responsible for the maintenance of the internal shutters.

- 11. No car parking spaces are provided in association with the Licensed Area.
- 12. The Licensee shall not assign, sublet or otherwise part with any part of the Licensed Area.
- 13. The Licensee shall keep the Licensed Area in good condition and repair during the term of the Licence and shall not make any material changes to the subject property without the prior consent of the Council.
- 14. The Licensee shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the premises.
- 15. The Licensee shall obtain a high level of Public Liability Insurance and Employers Liability Insurance (if applicable), which shall indemnify the Council against any and all claims arising from the Licensees use of the premises. The Council will have an absolute right to set a minimum level of Public Liability and Employers Liability Insurance and review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million, respectively).
- 16. On termination of the Licence, the Licensee shall be responsible for the removal of all materials not belonging to the City Council from the premises.
- 17. Each party shall be responsible for its own fees in this matter.
- 18. The Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.
- 19. The dates for the performance of any of the requirements of the Licence Agreement may be amended at the absolute discretion of the Acting Executive Manager.

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in their discretion shall stipulate.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

The land on which the Liberty Corner Development was constructed was acquired under Montgomery Street Purdon Street Area Improvement Order 1900.

This proposal was approved by the Central Area Committee at its meeting on the 8th November 2022.

This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

Resolution:

That Dublin City Council notes the contents of this report and assents to the proposal outlined therein.

Dated this the 22nd day of November 2022.

Máire Igoe

A/Executive Manager

