

26th June 2019

**To the Chairperson and Members of
The Central Area Committee**

With reference to the proposed grant of a further licence of part of the former Rutland Street school premises and the School on Stilts premises at Rutland Street/Sean McDermott Street, Dublin 1 to Lourdes Youth and Community Services CLG.

By way of Agreement dated 20th January 2011 parts of the Rutland Street School premises and the School on Stilts premises at Rutland Street/Sean McDermott Street, Dublin 1 which said parts are more particularly delineated on Map Index Nos. 17865 and 17554 were licensed by Dublin City Council to Lourdes Youth and Community Services CLG for a period of 11 months from 1st June 2010 and subject to a licence fee of €130. The licence was subsequently renewed and the most recent 11 month licence expired on 28th February 2018.

The Rutland Street School premises is subject to a refurbishment project by Dublin City Council and the licensee has relocated part of their operations elsewhere until the refurbishment works are completed. The licensee occupies the School on Stilts premises.

It is proposed to grant a further licence to Lourdes Youth and Community Services CLG subject to the following terms and conditions:

1. The licence period for the School on Stilts shall be for two years from 1st March 2018 to 29th February 2020 for the area outlined in red on Map Index 17554.
2. The licence fee shall be €130.00 (one hundred and thirty euro) per annum.
3. The premises are to be used for the provision of community services comprising of training and a youth club.
4. The premises may only be used from 8.00am to 10.30pm daily.
5. The licensee shall obtain a high level of public liability insurance and employer's liability insurance (if applicable), which shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Council will have an absolute right to set a minimum level of public liability and employer's liability insurance and to review the figures on a yearly basis (the current minimum levels are €6.5 million and €13 million respectively).
6. Nothing herein contained is intended to create or shall be taken as creating a relationship of Landlord and Tenant between the parties and in this regard the licensee shall be required to sign a Deed of Renunciation.
7. The licensor shall not be obliged to carry out any repairs or maintenance to the Licensed Area or any buildings or structures, which shall be the responsibility of the licensee.

8. The licence is personal to the licensee and may not be alienated, subdivided, transferred, assigned or otherwise disposed of.
9. On termination of this agreement the licensee shall leave the premises clean and cleared of all the licensee's possessions.
10. The licensee shall be responsible for any rates, taxes, utility bills and outgoings assessed on the properties during the term of its occupation.
11. The licence can be terminated by either party on giving the other one month's notice in writing.
12. The licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

Helen McNamara

Senior Executive Officer