

## *LICENCE AGREEMENT*

**THIS AGREEMENT** made the            day of            2013 between  
**LIMERICK CITY COUNCIL** of City Hall, Merchants Quay in the City of Limerick  
(hereinafter called 'the Council') of the One Part and  
(hereinafter called 'the Licensee') of the Other Part.

### **WHEREAS :**

- (a) The Council is the owner of premises situate at 1/2 St. John's Square in the City of Limerick including the yard at the rear thereof (hereinafter called 'the Premises').
- (b) The Council has agreed to grant to the Licensee a Licence for the Premises specified in the First Schedule (hereinafter called 'the Apartment') upon the terms and conditions hereinafter more particularly set out.

**NOW IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows :

#### **1. GRANT OF LICENCE:**

The Council **HEREBY LICENCES** to the Licensee the Apartment together with the right to pass over the common areas retained by the Council for the purposes of access to and from the Apartment.

#### **2. TERM:**

The Term shall be ..... year(s) from the date hereof.

#### **3. LICENCE FEE:**

The Licensee shall pay the sum of €            per month, in advance, without deduction and same shall be paid by standing order to Allied Irish Bank, 106/108 O'Connell Street, Limerick, Account No: 87117156, Sort Code: 935247, IBAN: IE37 AIBK 9352 4787 1171 56. BIC: AIBKIE2D on the ..... day of each month in accordance with the standing order form as annexed hereto.

#### **4. OUT-GOINGS:**

The Licensee shall pay and indemnify the Council against all out-goings including all utilities.

#### **5. REFUSE SERVICES:**

The Council will provide a refuse service which the licensee shall use.

#### **6. NON TRANSFER OF LICENCE:**

This Licence is personal to the Licensee and shall not be capable of being assigned and the Licensee shall not be entitled to sub-let or share possession of the apartment except with the prior written consent of the Council who shall have complete discretion to grant or refuse any such Application.

**7. USE OF APARTMENT:**

The Licensee shall be entitled to reside in the Apartment subject to the use of the Apartment being used for the agreed purposes and not as a studio, or for commercial purposes.

**8. OCCUPATION OF APARTMENT:**

The Apartment shall be occupied as the principal residence of the Licensee and shall not be vacated for more than a total of four (4) weeks in any one year, save with the prior consent in writing of the Council.

**9. SIGNAGE:**

No trading signs of any description shall be erected or displayed on or about the Apartment or premises without the consent of the Council.

**10. CLEANING AND MAINTENANCE:**

The Licensee shall be responsible for the proper up-keep, cleanliness and safety of the Apartment and common areas and shall be responsible with the other Licensees for the up-keep of the common areas. The Licensee shall not allow any refuse or offensive matter to accumulate in any portion thereof and shall not store goods or equipment there. The Licensee shall be responsible for any breakage of glass in the windows and for any damage to the fixtures, fittings or structure of the Apartment or premises and shall cause same to be made good without delay and without cost to the Council.

**11. REPAIRS:**

The Licensee shall carry out repairs in respect of all damage(s) to the Apartment during the term and shall leave the Apartment on the expiry of the term in the same condition as at the commencement, fair wear and tear excepted.

**12. NUISANCE:**

The Licensee shall ensure at all times that no nuisance, noise or disturbance is caused to any neighbours or visitors or to Council staff, whether by the Licensee personally or by any visitor or invitees to the Apartment and in particular the Licensee shall ensure that there is no anti-social behaviour taking place within the Apartment or premises.

**13. PERMITTED INSPECTION:**

The Licensee shall allow authorised employees of the Council and its agents to enter upon and inspect the Apartment at all reasonable times and to carry out thereon any necessary works.

**14. GAS HEATING:**

The Licensee shall use a gas heating system only and no other source of heating.

**15. DEPOSIT:**

The Licensee shall pay a deposit of €100 refundable within seven (7) days of the Licensee having vacated the Apartment and subject to compliance in full of the terms of this Licence.

- 16. INSURANCE:**  
The Licensee shall be responsible for insurance of their own contents.
- 17. TERMINATION:**  
The Council may terminate the Licence on four (4) weeks notice to the Licensee if the Licensee fails to comply with a Notice served by the Council in respect of any breach of the terms hereof. On termination or expiry of the Licence, for whatever reason, the Licensee shall remove all personal effects and vacate the premises.
- 18. CO-OCCUPANT TO SIGN:**  
Any permitted co-occupant shall prior to commencement of the Licence sign this Agreement to signify their agreement to the terms hereof. Any co-occupant shall immediately vacate the Apartment if requested by the Licensee. The Licensee accepts full responsibility for the conduct of any co-occupant.
- 19. PARTICIPATION IN AUTHORISED ACTIVITIES:**  
The Licensee shall fully participate in all cultural events organised in the premises.
- 20. SMOKING:**  
The Apartment is a non-smoking zone and the Licensee shall not smoke in the Apartment and shall ensure that any co-occupant or visitor or any person in the Apartment shall not smoke.
- 21. CHILDREN:**  
The Licensee shall acknowledge that the Apartment is not designed or suitable for children to reside there and shall agree that children shall not stay in the Apartment.
- 22. ANIMALS:**  
The Licensee shall not keep any animal(s) in the Apartment or on the premises.
- 23. OIL PAINTS:**  
The Licensee shall not use oil paints, white spirits or turpentine in the Apartment or in the common areas.
- 24. THREE PHASE ELECTRICITY:**  
The Licensee shall not install or use three phase electricity in the Apartment or in the common areas.
- 25. ADDITIONS, ALTERATIONS OR IMPROVEMENTS:**  
The Licensee shall not execute any additions, improvements or other works to the Apartment save with the consent of the Council. The Licensee shall not drill or hammer nails into the walls of the Apartment nor deface them in anyway.



**SIGNED** by **THE**  
**LICENSEE** in the presence of:

**Signed for and on behalf**  
**of LIMERICK CITY COUNCIL**  
**in the presence of:**