("the Licensor")

-and-

("the Licensee")

LICENCE AGREEMENT

MARIA BROWNE
CHIEF STATE SOLICITOR,
OSMOND HOUSE,
LITTLE SHIP STREET,
DUBLIN 8.

THIS AGREEMENT made the 9 day of 7 2025

BETWEEN [ ] of [ ] (hereinafter called "the Licensor") of the one part and

[ ] of [ ] (hereinafter called "the Licensee") of the other part.

TBC

WHEREAS:

A. The Licensor is the owner of the property at [ ] school at [ ] hereinafter called "the Property" .

B. The Licensee intends to carry out certain development works on part of the Property as more particularly described in Schedule 1 ("the Licensed Property") for the installation of food regeneration facilities and associated works in connection with the Hot Meals Programme.

C. Subject to the terms and conditions hereinafter contained, the Licensor has agreed to grant the Licensee permission to enter onto the Licensed Property and to carry out the works as more particularly described in Schedule 2 ("the Works") and on completion of the Works to use the Licensed Property for the purpose only of the provision of meals under the Hot Schools Meals Programme.

D. The Board of Management of [ ] school has of even date entered into a Services Contract with the Licensee ("the Services Contract") for the operation of the Hot Schools Meals Programme on the Property.

THIS LICENCE PROVIDES

1. DEFINITIONS

In this Licence the following words shall have the following meanings:

"Commencement Date"	
"Equipment"	The Licensee's goods, fixtures and fittings, equipment, plant, machinery, consumables and all other items in the ownership or under the control of the Licensee during the Licence Period necessary for the Permitted Use which are brought onto the Licensed Property
"Designated Hours"	between the hours of [ ] and [ ] during the school term
"Licence Fee"	the yearly sum of € 1.00 per annum together with any VAT arising on same;
"Licensed Period"	12 months from the Commencement Date but subject to the provisions for extension under Clause 2.2 and earlier termination under Clause 4
"Licensed Property"	The property edged red on the map attached
"Permitted Use"	The regeneration of pre-prepared meals or the preparation of meals and the provision of other ancillary services under the Schools Meals Programme limited only for the benefit of the Property and not for any other schools.
"Planning Legislation"	the Local Government (Planning and Development) Acts 1963 to 1990, the Planning and Development Acts 2000 to 2019 and the Planning and Development Act 2024
"Relevant Laws"	all national and European laws, instruments, codes, directives, regulations, requirements and bye-laws having legal force or effect for the time being in Ireland and made by any government department or competent local public or statutory authority relating to or affecting the use and operation of the Licensed Premises.

"Works"	The works detailed in Schedule 2

2. GRANT OF LICENCE

2.1. In consideration of the Licence Fee and the Licensee's covenants hereinafter contained, the Licensor hereby for the Licence Period and for any agreed extensions thereto as set out at Clause 2.2 **GRANTS** to the Licensee, its servants, agents, architects, engineers, surveyors, contractors and sub-contractors for the time being nominated, the right to enter onto the Licensed Property to carry out the Works and on the completion of the Works to use the Licensed Property for the Permitted Use during the Designated Hours subject to the covenants and conditions contained herein together with the right to use the car space edged red on the map attached.

2.2. The Licensor shall have the right to extend the initial Licence Period for two one year periods (hereinafter referred to as "the Extended Period/s") up to a maximum of three years, subject always to the Licensee being in compliance with this Agreement satisfactory service provision and available funding from the Department of Social Protection.

2.3. The Licensee shall have access for itself and its duly authorised servants and agents during the subsistence of this Agreement to and from the Licensed Property through and from the various entrances and exits in the Property as may be necessary or convenient for the purposes of its business but not for any other purposes whatsoever subject always to the right of the Licensor to make any rules or regulations to ensure the good management of the school.

3. LICENSEE'S COVENANTS

The Licensee **HEREBY COVENANTS** with the Licensors as follows:

3.1. The Licensee shall ensure that works carried out on the Licensed Property are strictly limited to the Works and that the Works are carried out during school holidays, at weekends or after school hours only.

3.2. The Licensee confirms that the Works shall not have any deleterious effect on either the Licensed Property or on any adjoining property.

3.3. The Licensee shall ensure that the Licensed Property is used exclusively for the Permitted Use and for no other purpose whatsoever during the Licence Period or any Extended Period(s).

3.4. The Licensee undertakes not to permit or allow its employees, servants, agents, invitees, architects, engineers, surveyors, contractors, sub-contractors or others to commit on the Licensed Property any act constituting a nuisance and undertakes to do all works necessary to abate any such nuisance and agrees to pay to the Licensor all costs, charges and expenses which may be incurred by the Licensor in abating any such nuisance and hereby agrees to indemnify the Licensor in respect of any action or claim as a result of any such nuisance caused.

3.5. The Licensee shall ensure that any culverts, drains, pipes, cables, overhead wires or any other services on or under the Licensed Property serving either the Licensed Property or any adjoining or neighbouring property, which may be affected by the carrying out of the Works shall be guarded from injury by the Licensee and the Licensee shall indemnify the Licensor from any action or proceedings taken by any third party in respect of any interruption to any service or easement lawfully enjoyed by any adjoining landowner as a result of the carrying out of the Works.

3.6. To be solely responsible for all planning applications if so required for the Works including the cost of such applications and to indemnify the Licensor and keep the Licensor indemnified against all losses and claims whatsoever arising in contravention of the Planning Acts. The Licensor will not be a party to the applications however no applications will be made without the Licensor's consent and copies of such permissions if granted shall be supplied to the Licensor.

3.7. The Licensee shall ensure that the Works on the Licensed Property are carried out at the sole cost of the Licensee and in a proper and workmanlike manner using good quality materials and agrees:-

(i) To comply with all relevant provisions if necessary of the Planning Acts, the Building Control Acts 1990 and 2014, the Fire Services Act 1981, the Safety Health and Welfare at Work Act 2005 and any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder and to obtain and comply with such permissions, approvals, certificates, licences and consents as may be necessary to comply with same so far as the same relate to or affect the use of the Licensed Property by the Licensee.

(ii) To ensure that the installation of the Works and the operation and maintenance of the Equipment is to the highest possible standard in terms of hygiene and engineering and in compliance with the all statutory requirements including Annex II of Regulation (EC) No. 852/2004 and I.S. 340:2007 "Hygiene in the Catering Sector" and in compliance with any manufacturers guidelines.

(iii) To comply with the Licensor's (which shall include authorised representatives of the Licensors) directions at all times as to the method of carrying out the Works.

(iv) Not to cause any obstruction or interference with or damage to any adjoining property during the course of the carrying out of the Works.

3.8. The Licensee confirms that the Works carried out on the Licensed Property during the Licence Period or Extended Period(s) shall remain the property of the Licensee and the Licensee shall ensure that the Works are kept in good repair at all times and undertakes to take immediate remedial action where, for whatever reason, the Works have become unsafe and/or are liable to cause a risk of injury or damage to any person or property either on the Licensed Property or any other adjacent property.

3.9. The Licensee hereby confirms that the Works carried out on the Licensed Property are carried out entirely at its own risk and to that end, the Licensor shall not be responsible for the state of repair of the Works during the Licence Period or any Extended Period/s.

3.10. The Licensee covenants to comply with the terms of the Safety Health and Welfare at Work (Construction) Regulations 2001 to 2013 in the carrying out of the Works and covenants to furnish the Licensor with an electronic copy safety file, including but not limited to as-built drawings, data sheets on electrical usage of equipment, fire stopping certification and electrician certification as soon as possible after the Works have been completed.

3.11. The Licensee covenants to provide an original Architects Opinion on Compliance in the form of the R.I.A.I. form of compliance that the Works have been carried out in compliance with Building Regulations (and Planning Permission if relevant) as soon as possible after the Works have been completed and prior to the commencement of operations.

3.12. The Licensee shall keep the Licensors fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability for injury and/or property damage arising as a direct result of:

(i) any breach by the Licensee of any covenant or condition herein contained

(ii) any negligent acts or omissions by the Licensee or any person on the Licensed Property with the Licensee's actual or implied authority.

(iii) the user of the Licensed Property

(iv) the Works carried out or in the course of being carried out to the Licensed Property by the Licensee, his servants or agents.

3.13. (i) The Licensee shall ensure that any contractors, servants, agents, invitees or visitors of the Licensee engaged in connection with activities on the Licensed Property or otherwise in connection with this Licence have appropriate insurance, including but not limited to public liability insurance with a limit of €6,500,000.00 (six million five hundred thousand euros) for any one claim, employers liability insurance with a limit of €13,000,000.00 (thirteen million euro) for any one claim, product liability insurance with a limit of €6,500,000.00 (six million five hundred thousand euros) for any one claim, motor cover with a minimum limit of € 1, 300, 000.00 (one million three hundred thousand euros) for third party damage for any one accident, professional indemnity insurance with a limit of €6,500,000.00 (six million five hundred thousand euro) for any one claim in respect of professional expertise received by the Licensee for the carryout of any fit-out works or alterations to the Property or professional indemnity insurance with a limit of €2,500,000.00 (two million five hundred thousand euro) for any one claim where advice only is given to the Licensee, cyber liability insurance with a limit of €1,000,000.00 (one million euros) for any one claim, crime insurance with a limit of €100,000.00 (one hundred thousand) for any one claim and all other insurances as the parties hereto may deem necessary and that such policies are extended so that the Licensee and the Licensors are also indemnified by the insurers in the same manner as the aforementioned third parties

(ii) The Licensee shall furnish the Licensors with written confirmation of the insurances required under clause 3.13 (i) herein in advance of the commencement of the Works on the Licensed Property.

3.14. The Licensee shall ensure that the Licensed Property is kept in a clean and tidy state and free from all refuse.

3.15. The Licensee will ensure that the Licensed Property is properly and firmly secured during the Licence Period and any Extended Period(s). The Licensee shall be responsible for the opening and locking up of the Licensed Property which shall be subject to agreement in advance with the Licensor to meet the school's overall security requirements

3.16. The Licensee shall make a contribution towards utility costs to be agreed between the Licensor and the Licensee during the Licence Period or Extended Period/s.

3.17. Upon the expiration or sooner determination of this Licence, unless otherwise agreed with the Licensor, to remove all the Equipment installed on the Licensed Property save for immovable fittings and immediately make good any damage caused to the Licensed Property by their removal, reinstate the Licensed Property to its original condition, fair wear and tear excepted and to quietly yield up the Licensed Property at the expiration or sooner determination of the Licence Period in accordance with the Licence in a clean, safe and tidy condition and with vacant possession.

All items identified as immovable fixtures and fittings including but not limited to extraction fans, associated ducting, stainless steel canopies, wall and floor finish surfaces and associated building works including plumbing works, electrical modifications and installation of grease traps, and waste outlets on the expiration or earlier termination of the Licence Period shall be deemed to vest in the Licensor at no additional cost to the Licensor.

3.18. Not to make any alterations or additions to the Equipment without first obtaining the written consent of the Licensor, such consent not to be unreasonably withheld or delayed.

3.19. To allow the Licensor or a representative of the Licensor to inspect the Equipment to ascertain the state of repair and condition thereof.

3.20. To comply with reasonable regulations and direction from time to time made by the Licensor intended to ensure the security, operation, good management and user of the Licensed Property.

3.21. Not to do anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or the occupiers of the Property.

3.22. The Licensee shall ensure that all preparation and servery areas within the Licensed Property, including but not limited to counter surfaces, equipment, furniture, fittings, utensils,

floors and windows are cleaned and disinfected every day to maintain the standards of hygiene required by law.

3.23. At the expense of the Licensee to comply with all the provisions and requirements of any and all Relevant Laws now or afterwards to be passed in respect the installation, operation alteration and removal of the Equipment and the Permitted Use of the Licensed Property or in respect of the Works carried out by the Licensee to the Licensed Property and without prejudice to the generality of this clause the provisions of the Safety in Industry Act 1955 and 1980, Safety Health and Welfare at Work Act 1980, the Planning Acts, the Building Control Acts 1990-2014 and the Fire Services Act 1981 and to comply with any reasonable demand by the Licensors for the production of plans, documents and other evidence which the Licensor may require in order to satisfy himself that the provisions of this clause have been satisfied and to indemnify the Licensor at all times against all proceedings actions and costs charges claims expenses damages liabilities losses and demands arising directly from the negligence of the Licensee, its servants, agents or invitees under its control save to the extent to which the Licensor or any of its servants, agents or invitees contributed to or caused the negligent act and **PROVIDED ALWAYS** that the indemnity given in this clause shall not extend to consequential loss which is hereby excluded.

3.24. The Licensee shall lay any electrical cabling in a good and workmanlike manner and in compliance with the obligations imposed by the Electricity Supply Board and/or Gas Networks Ireland and ensure that the laying of the cables is carried out by fully qualified and competent personnel and further that all health, safety planning and other relevant statutory enactments are complied with and that the safety of persons on or near the Licensor's Property and Licensed Property including members of the public are protected at all times during the Licence Period (and during the Extended Period) and during the term of the Works. In the event that sufficient capacity for the installation of the electrical supply does not exist on the Property's distribution board, the Licensee shall be responsible for the works and costs associated with any up-grade of the distribution board.

3.25. The Licensee shall at all times during the Licence Period comply with all fire, safety & security requirements of the fire officer and/or the appropriate local or public authority notified or directed to the Licensor or Licensee in relation to fire precautions in the Licensed Property and not to obstruct the access to or means of working any fire and safety apparatus and appliances for the time being installed in the Licensed Property.

3.26. The Licensee shall be responsible for the management of all waste in accordance with the Waste Management (Food Waste) Regulations 2009 as amended, School Sector Climate

Action Mandate 2024 and all Relevant Laws. The Licensee shall provide their own bins and shall be responsible for the removal of waste and recyclable material in a sustainable way from the Property on a daily basis, including all costs in respect of same.

3.27. The Licensee shall be responsible for implementing and maintaining pest control measures ensuring regular inspections are conducted and taking corrective measures as necessary to prevent pest infestations.

3.28. The Licensee shall be responsible for any rates, taxes or other outgoings that may be assessable on the Licensed Property.

4. TERMINATION

4.1. This Licence may be terminated by the Licensor giving to the Licensee not less than 3 calendar months notice in writing expiring on any day and by the Licensee giving to the Licensor not less than 3 calendar months notice expiring on any day.

4.2. The Licensor shall be entitled to determine this Agreement by at any time;

(i) in the event of the material and continuing breach by the Licensee of its obligations under the Licence provided that the Licensor shall first have notified the Licensee of such material breach and the Licensee has failed to remedy the said material breach within thirty days of such notice in writing being received by the Licensee or such longer period as the parties may agree given the nature of the said breach.

(ii) if the Licensee becomes insolvent, becomes bankrupt, enters into examinership is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or if any of the property of the Licensee shall be taken in execution or process of law or

(iii) if the Licensor becomes aware of any conflict of interest of the part of the Licensee

(iv) if the Licensor becomes aware of any registrable interest on the part of the Licensee;

(v) The Licensor shall have the right, in addition to other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Licensor becomes aware that any of the exclusion grounds set out in Regulation 57 or if any of the circumstances set out in Regulation 73 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) apply;

(vi)The Licence shall terminate immediately without liability for compensation or damages on the termination of the Services Contract.

5. LIABILITY

5.1. All Equipment installed by the Licensee and under the control of the Licensee and any personal effects or other belongings of the Licensee are at all times at the risk of the Licensee and not of the Licensor and the Licensor shall bear no responsibility for damage or any items lost or stolen from the Licensed Property (save to the extent the Licensee contributed to and/or caused the loss of such items).

6. GENERAL TERMS

6.1. The permissions herein granted shall not amount to a lease or agreement for a lease nor shall the Licensee have any statutory rights of renewal in respect of the permission herein granted.

6.2. The permissions herein granted are strictly exclusive to the Licensee and shall not be transferrable to any other party.

6.3. Any notice to be given hereunder shall be in writing and shall be validly served if left at or sent by pre-paid registered post to the address of the party to whom the same is addressed and any such notice sent by post shall be deemed to have been delivered in the usual course of post.

6.4. No representation is hereby made or warranty hereby given by the Licensor that the Licensed Property is suitable for the carrying out of the Works and no defect which may

be found to exist in the Licensed Property shall in any way lessen or affect the obligations of the Licensee hereunder.

6.5. The Licensor, their officials, employees or agents shall have the right to enter upon the Licensed Property on reasonable prior notice to ensure compliance by the Licensee with the terms of this Licence.

6.6. The parties agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or their subject matter or formation

SCHEDULE 1

("the Licensed Property")

ALL THAT AND THOSE the property edged red on the Plan attached hereto located at

SCHEDULE 2

("the Works")

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein written.

Antoinette Doyle

SIGNED BY

in the presence of

Anne-Marie Grant

SIGNED by Anne Marie Grant

in the presence of:

Antoinette Doyle

Dated the day of 2025

("the Licensor")

-and-

("the Licensee")

LICENCE AGREEMENT

MARIA BROWNE
CHIEF STATE SOLICITOR,
OSMOND HOUSE,
LITTLE SHIP STREET,
DUBLIN 8.