

MANAGEMENT LICENCE

Between

SOUTH DUBLIN COUNTY COUNCIL

- AND -

[insert]

MANAGEMENT LICENCE

South Dublin County Council

County Hall

Town Site

Tallaght

Dublin 24

THIS MANAGEMENT LICENCE is made on the day of 2026 between

SOUTH DUBLIN COUNTY COUNCIL of County Hall, Town Site, Tallaght, Dublin 24 (hereinafter called “the Council” which expression shall where the context so admits include its successors and assigns) of the one part and **[Insert]** (Company No. **[Insert]**) having its registered office at **[Insert]** (hereinafter called “the Licensee”) of the other part.

Definitions and Interpretation

In this Licence where the context so admits:

- (a) the following expressions shall have the following meanings:
- (i) ‘a Bare Licensee’ means a person given authority by the Council to use the Site; without becoming entitled to exclusive possession, the licence created being deemed a personal privilege without conferring any interest in the land;
 - (ii) ‘Commencement Date’ means the date this licence is sealed by the Council;
 - (iii) ‘Concession Fee’ means the amount due to the Licensor from the Licensee for operating the Site calculated in accordance with the Fourth Schedule;
 - (iv) ‘the Site’ means the premises specified in the First Schedule hereto;
 - (v) ‘Licence Period’ means the period of **[Insert]** commencing on the Commencement Date unless terminated earlier in accordance with the provisions of this Licence;
 - (vi) ‘Permitted Use’ is specified in clause 1 below
 - (vii) ‘Recyclable Material’ means to include, but not confined to paper, cardboard, ferrous material, aluminium, oils, glass, textiles, batteries, plastics, plasterboard, household C&D, household hazardous waste, waste electrical equipment and green waste
 - (viii) ‘Tender’ means Request for Tenders for the Provision of Service Concession to Manage and Operate Ballymount Civic Amenity Waste Recycling Centre, Tender Ref CFT 3960
- (b) Words referring to persons shall include firms, companies, corporations and *vice versa*.

- (d) Any reference to an Act of the Oireachtas shall include any statutory amendment modification or re-enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issue or given under it.
- (e) The headings appearing in this Licence are for reference only.

WHEREAS:

- A** the Council is the owner of the Site;
- B** the Licensee is a [insert] registered in the Republic of Ireland;
- C**

By Request for Tender entitled "Request for Tenders for the Provision of Service Concession to Manage and Operate Ballymount Civic Amenity Waste Recycling Centre, Tender Ref CFT3960 ("the Tender") the Council invited tenders from economic operators ("Tenderers") for the provision of the services described in Tender (the "Services"). References to the RFT shall include any clarifications issued by the Council via the messaging facility on www.etenders.gov.ie (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Licence.

- D.** The Licensee submitted a response to the RFT ("the Submission"). References to the Submission shall include any clarifications issued by the Licensee in writing to the Council (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Licence.
- E.** The Council and the Licensee have agreed to enter this Management Licence governing the day-to-day control and operation of the Site;
- F** the Council has given permission to the Licensee to enter upon and take possession of the Site subject to the Terms of the Tender and on the strict understanding that the Licensee occupies the Site solely for the purpose of managing the Site in accordance with the Permitted Use and on payment of the Concession Fee;

- E** the Licensee will have no tenancy in the Site and will operate the Site only at and subject to the direction of the Council and pursuant to the Terms of the Tender and will vacate the Site immediately on demand, or at the expiry of the Licence Period unless otherwise provided for in this agreement;

BY THIS MANAGEMENT LICENCE the Council hereby **PERMITS** the Licensee to enter and use the Site as a Bare Licensee for the purpose of the permitted use on the payment of the Concession Fee and subject to the terms and conditions hereinafter set out;

PERMITTED USE

1.

- (i) The Licensee will and agrees and undertakes to manage the Site for the purposes of providing the Services as set out in the Tender include the management of the Reception, handling, and transfer of non-recyclable waste from the Civic Amenity Waste Facility to an agreed destination for recovery or disposal.
- (ii) The organisation of the reception, temporary storage, collection, and recycling of recyclable materials delivered to the Civic Amenity Waste Facility in conjunction with recycling bodies approved by the Council.
- (iii) the supply of the required waste handling equipment, repairs, replacement and maintenance of the equipment and the infrastructure included on site subject to the terms and conditions hereinafter set out and further detailed in the Third Schedule hereto.

For the Concession fee (hereinafter referred to as “the permitted use”) and for no other purpose whatsoever without the prior written consent of the Council. If the Site ceases to be used for the purposes hereinbefore stated and as set out in the Tender, the Council may revoke, withdraw or determine this Management Licence without notice notwithstanding any other provision herein for termination of this licence, and enter upon the Site and take control thereof or use or manage the Site for the purposes stated above and no refund of any monies expended by the Licensee on the Site shall be payable or made to the Licensee by the Council.

DURATION OF LICENCE

2. This Management License will operate for the Licence Period commencing on the Commencement Date of this Management Licence being the date on which this Licence is sealed by the Council. The Licence will be for 3 years. This will be the final licence for the facility.

MANAGEMENT OBLIGATIONS OF THE LICENSEE

- 3.1 The Licensee hereby undertakes to maintain and keep the Site in a good state of general repair and cleanliness, and will not alter the fabric, layout, or appearance of the Site and any of them without the prior consent in writing of the Council duly given.
- 3.2 The Licensee acknowledges that any authorised officer, employee, or agent of the Council shall enter onto the Site and all parts thereof at all reasonable times without notice to view the state and condition of the Site and, in the event of an emergency, at any time, and further undertakes to do nothing to impede or obstruct the officer employee or agent in any way by act or omission.
- 3.3 The Licensee may **NOT** set or fix waste disposal fees ("fees") for the use of the Site or any part thereof or any activity therein from the fees provided by the Licensor. Any increase on fees is not permissible without the consent of the Licensor prior to implementation. For avoidance of doubt the existing fees as set out in Appendix 7 of the Tender Documents must apply for the duration of the contract period.
- 3.4 The Licensee acknowledges that any authorised officer, employee, or agent of the Council shall enter onto the Site and all parts thereof at all reasonable times without notice to inspect the accounts and/or records of the Site and undertakes to produce and present all records and accounts as may be required by the officer, employee or agent immediately or within such period as may be specified.
- 3.5 The Licensee will manage the Site in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, National Waste Management Plan for a Circular Economy, social,

and labour law that apply, that have been established by EU law, national law, South Dublin County Council bylaws and international law.

- 3.6 The Licensee shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all employee's retained for the purposes of managing the Site.
- 3.7 The Licensee shall always comply with the requirements and obligations of the Children First Act 2015 to include all other applicable legislation as detailed in The Children First: National Guidelines for the Protection and Welfare of Children 2017 and any amendments or re-enactments currently in force, or to be enacted in the future, in respect of this Act or any regulations made thereunder.
- 3.8 The Licensee shall comply at all time with the requirements and obligations of all applicable national and EU data protection laws, regulations, and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of living persons about processing of personal data and free movement of such data, and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland.
- 3.9 The Licensee will comply with any governance protocols issued by the Council from time to time and notified to the Licensee in writing and all other protocols set out in the Tender.
- 3.10 The Licensee will manage the site in accordance with the EPA Licence W0003-03 as amended. The Licensee shall ensure compliance with all Maintenance and Monitoring requirements for the Site in accordance with the Environmental Protection Agency Licence Ref W0003-03. The council appointed representative reserves the right to close the gates of the Civic Amenity should he/she judge material levels at the Civic Amenity fail to comply with Waste Storage Plan or where the level of material poses a risk to staff or the public.

- 3.11 The Licensee shall also comply with all the conditions of EPA Licence and shall produce to the council immediately on receipt of any Non-Compliance Notice served by EPA regarding the breach of any licence condition. South Dublin County Council will retain the EPA waste licence at the facility and will retain an Environmental Manager/Employer Representative on site to ensure licence compliance. All costs associated with this will be borne by the Licensee. Notwithstanding the provisions of Section 5 of this Licence, if the Council is issued with a non-compliance notice due to a failure to submit an EPA return within the specified timeframe due to the Licensee failing to pay an external Monitoring Contractors on time, the Licensee will pay the Licensor a penalty in the sum of €10,000.
- 3.12 The Licensee will be required to take out and maintain an Insurance Bond or equivalent security to the value of €100,000. The Bond/Security will be provided annually to the Councils representative. The Bond/Security will remain in place for 6 months beyond the end of the contract. The Bond/Security in the form acceptable to South Dublin County Council, will be held by South Dublin County Council as a security which may be drawn upon by the Council if the Civic Amenity is returned at the end of the contract period in a lesser condition than when it was awarded.
- 3.13 Following the end of the Licence period the Licensee will have 7 days to remove all their equipment and vacate the site.
- 3.14 The Licensee acknowledges that only rubber tracked or wheeled plant are permitted for use in servicing the Civic Amenity. Where the licensee does not own a backup Grab for servicing the Civic Amenity the licensee will establish a Purchase Order with a plant hire company for the duration of the contract to cover the provision of a replacement Grab. Proof of the Purchase Order will be provided to the Employers Representative within 14 days of the contract signing.
- 3.15 The Licensee shall always retain the requisite staffing levels at the Civic Amenity as set out in the Tender.
- 3.16 The Licensee shall provide the Licensor with a list of destinations for the waste streams collected at the Civic Amenity and provide the details of any new destinations prior to the transportation of any materials.

- 3.17 In the event the Licensee fails to implement an EPA recommendation within the specified timeframe, the Licensor reserves the right to implement the recommendation and invoice the Licensee for the cost of implementing the recommendation.

MONITORING CONDITIONS

4. The Council will introduce performance monitoring for the duration of the Licence.

The following conditions shall apply to monitoring this agreement:

- 4.1 The Licensee will present the Council with annual audited accounts.
- 4.2 The Licensee will provide information on usage of the Site and present this to the Council on a quarterly basis. The usage information should be broken down into Civic Amenity of Daily reports of vehicles entering the site, and gate fees, monthly report of tonnages of Civic Amenity Disposal and any additionally information as per management licence.
- 4.3 The Licensee is required to submit an annual report to South Dublin County Council by January 31st of the following year at the latest date, which comprehensively details the following, but not limited to:
- Financial reporting (including Audited Accounts)
 - Breakdown of usage numbers and material tonnages broken down by waste type
 - Maintenance works of all plant, equipment, building and grounds
 - Records of fire drills
 - Records of Health & Safety incidents
 - Water quality testing results
 - Usage of energy and water
 - Records of all inspections carried out (including statutory and non-statutory)
 - Annual Environmental Report
 - Annual Environmental Performance Report

- Annual Waste Statistics Report on Civic Amenity waste disposal
- Annual Waste Survey report and other reports such as:
 - Quarterly water quality report
 - Quarterly Odour Monitoring Report
 - Compliance investigation report to EPA as required.

4.4 The Licensee is required to maintain and keep adequate records of all maintenance undertaken by it or third-party contractors to replace or repair equipment, fixtures and fittings in accordance with W0003-03.

4.5 The Licensee to meet South Dublin County Council and its representatives monthly and at any other time requested by the Council.

INDEMNITY

5. The Licensee hereby indemnifies and shall indemnify the Council against any and all claims for injury, loss or damage to any person or property at or in or on the Site howsoever arising and, without prejudice to the generality of the foregoing, arising from the use of the Site by members of the public, staff of the Site, Licensor staff, patrons or any other person or entity arising as a result of the Licensee's actions, default or negligence and indemnifies and keeps indemnified the Council (both during and after the licence period) from and against:-

- (1) all actions, proceedings, costs, claims and demands occasioned by or arising out of any breach by the Licensee, its agents, employees, proprietors, partners, officers or invitees of any statutory or other regulatory provision, notice, bye-law, direction or order;
- (2) all claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Council may suffer as a direct or indirect result of, any action or omission or conduct by the Licensee, its agents, employees, invitees, proprietors, partners or officers or in consequence of any death of, or any bodily injury, harm, pain or suffering happening to any person or property on or at the Site arising directly or indirectly from the activities carried out on or

- at the Site by the Licensee, its agents, employees, proprietors, partners, officers or invitees;
- (3) all claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Council may suffer as a direct or indirect result of, any action or omission or conduct by the Licensee its agents, employees, invitees, proprietors, partners or officers in respect of EPA Licence W0003-03 or in consequence of any claims or proceedings arising from breach of the EPA licence arising directly or indirectly from the activities carried out on or at the Site by the Licensee, its agents, employees, proprietors, partners, officers or invitees;
 - (4) any claim which might be made against the Licensor/any Third Party by any former or existing employee(s) of the Licensee whether under the European Communities (Safeguarding of Employees Rights on Transfer of Undertakings) Regulations 1980 hereinafter called "the transfer regulations") or otherwise, upon the expiration or termination for whatever reason of this licence;

5.1 In the event the termination of this agreement is found to constitute the transfer of an undertaking for the purposes of the transfer regulations the Licensee hereby agrees to fully indemnify and hold harmless the Licensor /any Third Party against all claims, judgments, decrees, orders, awards, costs, liabilities, demands and expenses howsoever arising under, or by virtue of, the application of the transfer regulations and any resulting transfer to the Licensor/any Third Party pursuant to the transfer regulations of the members of the Licensee staff or any other person engaged by or on behalf of the Licensee whether arising by reason or in relation to:

- (i) the termination by the Licensee on or before the termination date of the contract of employment of any member of the Licensee's staff;
- (ii) anything done or omitted to be done in respect of the employment of any member of the Licensee's staff in the period up to and including the termination date;
- (iii) any breach by the Licensee on or before the termination date of its obligations under the transfer regulations;
- (iv) the termination by the Licensor after the termination date of any member of the Licensee's staff or any person engaged by or on behalf of Licensee who is deemed to

transfer to the employment of the Licensor/any Third Party pursuant to the transfer regulations; or

(v) in the event the Licensor /any Third Party elects to continue the employment of any member of the Licensee's staff or any other person engaged by or on behalf of who is deemed to transfer to the employment of the Licensor pursuant to the transfer regulations after the termination date, any additional cost incurred by the Licensor/any Third Party in providing the licensee's staff or any other person, pursuant to the transfer regulations, with terms and conditions of employment which are inconsistent with the Licensor's standard terms and conditions of employment.

- 5.2 In the event the transfer regulations apply to the termination of this agreement, the Licensee hereby undertakes to provide to the Licensor /any Third Party such information, including documentation, regarding the Licensee's staff and any other person engaged by or on behalf of the Licensee as the Licensor /any Third Party may reasonably require giving effect to the foregoing provisions.

INSURANCE

- 6.1 The Licensee shall take out and produce to the Council an Employers Liability Insurance Policy in the sum of €13 million and a Public Liability Insurance Policy in the sum of €6.5 million respectively for any single claim or injury or damage to any person or property or such other sum as may be agreed with the Council from time to time in respect of any third party claim or demand arising out of the Licensee's use of the Site in such terms as may be agreed in writing by the Council, and:

- 6.2 to pay punctually all premiums lawfully due and to produce to the Council (without formal demand being necessary) each year on payment of the premiums the receipt thereof for notation by the Council.

- 6.3 The Licensee shall take out and put in place Structural Insurance in respect of the Site upon such terms as may be agreed in writing by the Council with the interest of the Council noted thereon together with Insurance cover in respect of the use of equipment and

vehicles associated with or used in or by the Site or by its employees, servants, agents or users of the Site.

6.4 The Licensee will furnish evidence of all valid insurance to the Council immediately on the execution of this Management Licence and immediately on the renewal of every period of insurance thereafter and will permit no lapse or invalidation of insurance cover to occur.

6.5 The Licensee shall indemnify the Council against all claims for injury or damage to any person or property at or in or on the Site howsoever arising.

LICENSEE TO PAY ALL OUTGOING

7. The Licensee shall pay all outgoings including water charges, utility charges including data charges, fees, electricity bills, security costs and any other cost as may be incurred in the proper management of the facility from time to time that shall become due in respect of the Site during the Licence Period. Any costs which the Council may incur regarding the operation of the Civic Amenity site will be invoiced to the operator by the Council on a monthly basis. This list is none exhaustive, and should additional charges arise during the term of the Licence then they too shall be discharged at a cost to the Licensee. The licensee will also pay the commercial rates on the facility.

LICENCES UNDERTAKING RE APPLICATION FOR FINANCIAL ASSISTANCE

7 That the Licensee shall Undertake not to incur any financial obligations beyond the ordinary day-to-day management obligations of the Site without the prior consent in writing of the Council such consent not to be unreasonably withheld.

AUDITED ACCOUNTS

8 Without prejudice to obligations referred herein in relation to accounts, the Licensee shall prepare annually Audited Accounts and shall furnish to the Council annually within six weeks a certified copy of the Audited Accounts being Annual Accounts for the Licensee shall be included in the Councils Annual Financial Statement in

accordance with the statutory requirements governing the accounts of Local Authorities and in compliance with the “Accounting Code of Practice” for Local Authorities prescribed by the Minister for the Housing, Planning, Community and Local Government.

COMPANY ANNUAL RETURNS

10. The Licensee shall ensure that it makes all the necessary Annual Returns and will avoid being struck off by the Companies Office. If the Licensee is notified that it has been struck off the Company’s Register, it shall notify the Council immediately. In the event of same the Licensee shall apply to be re-registered immediately at its own expense and undertakes to keep the Council advised of the progress of its application. This Management Licence will terminate immediately and without further notice in the event of the Licensee not being re-registered or being de-registered or struck off by Order of the Court.

RESTRICTION OF COMMERCIAL USE

11. The only commercial business that shall be undertaken on the Site is as permitted in the Tender and under this Licence and no other commercial business is permitted without the prior consent of the Council such consent not to be unreasonably withheld. Any such commercial business must comply fully with any or all conditions of any such consent duly given, all legal and statutory requirements, together with the requirements of the Council and all other State Agencies, where applicable, and must be complementary to the core business of the Licensee and permitted user of the Site.

COMPLIANCE

12. The Licensee shall at all times comply with the laws of the State both Common Law and Statute Law together with all Regulations thereunder and any amendments or re-enactments currently in force, or to be enacted in the future, in respect of the said Acts and Regulations and shall, produce to the Council immediately on receipt or as soon as practicable thereafter all statutory and enforcement notices received by it in

respect of the Site and will notify the Council of all proceedings served on it in respect thereof.

DEPOSIT AND COLLECTION OF WASTE

13. The Licensee shall ensure that all containers including compactors, skips, recycling banks, and roll on-off containers are filled in a suitable sequence to ensure efficient and safe operation of the facility, paying particular attention to the buildup of odour and dust generating materials. The containers and banks will be suitably managed when full in windy conditions to minimise the escape of windblown litter and debris. If open top containers are used on the site, they shall be secured daily and covered during non-operational hours, to prevent the material from escaping. When open top containers, trailers or skips are full and awaiting removal for recovery or transfer, they should be tied down suitably with a secure covering of tarpaulin or a similar material.

LICENSEE TO COMPLY WITH HEALTH AND SAFETY

14. In the case of the Health and Safety of employees and the public, the Licensee shall comply with and bring to the attention of all employees the Safety, Health and Welfare at Work Act 2005, the Safety, Health and Welfare at Work (General Applications) Regulations 1993 and 2007 and the Safety, Health and Welfare at Work (Construction) Regulations 2013 as amended, Chemical Agents Regulations 2001 as amended and any existing or subsequent regulations applicable to this contract.

- 14.1 Notwithstanding, the statutory requirements of the Licensee and its staff, all personnel must have instruction on the safe occupation of the particular building or area in which they work. This shall comprise the following minimum requirements.

- (i) Familiarisation with the site-specific risk assessments and safety statement
- (ii) Familiarisation with the service to be provided
- (iii) Familiarisation with the different conditions under which the service has to be provided
- (iv) Familiarisation with the details of any buildings or equipment.
- (v) Undergo Training

14.2 The Licensee will ensure that private vehicles using the site will do so in a safe manner and that they are effectively segregated from pedestrians, from skip emptying and container service/ collection vehicles, and are safeguarded from the operation of any other Contractors' or agents own vehicles or equipment.

14.3 The Licensee shall furnish, on request, to the Council all relevant information to demonstrate compliance with the above.

14.4 The Licensee is always responsible for the Health and Safety of the public and its employees. The Licensee is responsible for nominating a competent Health and Safety Officer.

14.5 the Licensee shall conduct a site-specific risk assessment(s) and prepare a site-specific Health and Safety Statement.

PROHIBITION AGAINST MATERIAL ALTERATION OF PREMISES

15. The Licensee shall not carry out any material alteration to or appearance of the Site or demolish or erect any structure or make any excavations and shall not execute any additions, alterations, improvements or other construction works in or in relation to the Site or any part of them without the consent in writing of the Council. Any works shall be undertaken in compliance with Safety, Health & Welfare at Work (Construction) Regulations 2013. All such constructions, erections, etc. shall become the property of the Council and are not removable by the Licensee at the termination of this Licence Agreement nor is any compensation allowable in respect thereof.

PROHIBITION ON ERECTION OF SIGNAGE

16. The Licensee agrees that any signage, to be erected on or at the Site shall be subject to the approval of the Council and shall be in accordance with the specifications of the Council and any planning requirements.

PROHIBITION ON SALE, MANUFACTURE OR CONSUMPTION OF INTOXICATING LIQUOR

17. The Licensee agrees that the sale, manufacture or consumption of intoxicating liquor shall not be permitted in or about the Site or in the vicinity of them except with the prior written consent of the Council and the compliance by the Licensee with the appropriate Licensing laws and regulations in relation to the sale and dispensing of alcohol and the performance of music, singing and dancing and staging of events.

PROHIBITION ON ERECTING ANY MAST, TOWER OR AERIAL

18. That the Licensee shall be prohibited from erecting any mast, tower or aerial on, in or at the Site without, if applicable, the appropriate Planning Permission and the prior written consent of the Council.

LICENSEE TO COMPLY WITH THE EQUAL STATUS ACT 2000

19. That the Licensee agrees and shall ensure that the Licensee's rules and actions do not discriminate against the nine grounds set down in the Equal Status Act 2000. The grounds on which discrimination is unlawful are Gender, Marital Status, Family Status, Age, Disability, Race, Sexual Orientation, Religious Belief and Membership of the Traveller Community. It will also be a requirement that the management do "*all that is reasonable*" in accordance with Section 4(1) of the Equal Status Act 2000 to ensure that the facilities, services, and equipment are accessible to persons with a disability within the meaning of the Equal Status Act 2000.

PROHIBITION ON SUB-LICENSES OR PARTING WITH POSSESSION

- 20.1 This Licence is personal to the Licensee and may not be transferred or otherwise disposed of and no Licence or sub-licence agreement with a third party shall be

entered into by the Licensee in relation to the Site or any part thereof without prior written agreement of the Council.

- 20.2 The Licensee shall not part with possession of the Site or any part thereof to any third party or suffer execution therein by act or default and shall maintain full management and control thereof in accordance with and subject to the terms of this Licence.

NOTICE OF DETERMINATION OF LICENCE

- 21.1 Save in respect to any other term of this Management Licence providing for immediate determination thereof, in any other case not provided for, in the event that the Licensee fails to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained, the Council shall give three months' notice in writing to the Licensee that unless the breaches are rectified within the period stated, not being less than one month, that this Licence shall be revoked by the Council.
- 21.2 If the Site shall be unused for a period of four consecutive weeks or shall become incapable of use through fire destruction or any other such reason beyond the control of the Council this Management Licence may be determined by notice in writing which on service shall have effect immediately or on such other date as may be stipulated therein.
- 21.3 The Council shall have the right, in addition to any other rights which it has at law, to terminate this Licence immediately and without liability for compensation or damages in circumstances where the Council becomes aware:
- (i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Licensee
 - (ii) that the Licensee (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

DETERMINATION OF LICENCE

22. 22.1 This Licence may be terminated by the Council, without liability for compensation or damages, by serving 3 months written notice to the Licensee.

22.2 The Council shall have the right (in addition to its rights under clause 22.1 and any other rights which it has at law) to terminate this Licence immediately and without liability for compensation or damages on the happening of any of the following:

- (a) In the event that the Licensee mismanages the Site or fails to comply with the terms as set out in the Tender,
 - (b) if the Licensee commits any serious breach or a series of breaches of any provision of this Licence and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the Council;
 - (c) 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 takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
 - (d) in circumstances where the Council becomes aware of any conflict of interest on the part of the Licensee which cannot, in the opinion of the Council, be removed by other means;
- and

SAVING FOR PRIOR BREACH

23. Termination under any of the provisions contained within this Management Licence shall not affect the rights of action of either party in respect of any prior breach of any of the obligations agreements terms and conditions of the Licensee contained in this Management Licence and on termination the Licensee shall immediately vacate the Site and remove its stock plant machinery equipment and other property from the Site provided that without prejudice to any other remedy for non-payment of any sums due the Licensor shall be entitled to exercise a right to detain such stock plant machinery equipment and other property of the Licensee in the Site in respect of any monies due from the Licensee until such debt is paid.

THE COUNCIL HEREBY AGREES AND COVENANTS with the Licensee as follows: -

MAINTENANCE AND SERVICE AGREEMENT

25. The Licensee shall carry out all necessary maintenance on the Sites or any of them as provided in the Second Schedule attached to this Licence.

MAINTENANCE AGREEMENT RE FIXTURES AND FITTINGS

26. The Councils equipment and plant are outlined in the Second Schedule, and the Licensee shall repair the plant, and equipment shall be limited to breakdown and daily routine maintenance. Plant requiring major repair or overhaul shall be removed from the site and the Licensee will have to replace and maintain same. Licensor will not be obliged to replace any of the equipment that it is provided as part of this Licence for the effective use of the Site.
- 26.1 The Licensee shall keep and maintain the interior and exterior of the buildings in a neat, clean, and tidy condition and in a good state of repair. Storage of materials delivered to the site for disposal, other than in accordance with this specification, is strictly prohibited.
- 26.2 The Licensee shall keep and maintain the containers used at the civic amenity. The containers will be branded with the Licensee's branding. Damaged containers will be cleaned and removed from site within 7 days. The Licensee will always maintain 2 replacement containers on site.
- 26.3 The Licensee shall always retain a minimum of 3 replacement barrier sections on site. Damaged Barriers at the Civic Amenity will be repaired within 48 hours. Where the damage is such that it results in a significant risk to the public, the section of the Civic Amenity will be closed until a repair has been completed.

PROVIDED ALWAYS THE PARTIES TO THIS LICENCE HEREBY ACKNOWLEDGE AND AGREE

- 27.1 That this Licence is not governed by Landlord and Tenant legislation and nothing in this Licence shall create or be construed as creating the relationship of landlord and

tenant between the Council and the Licensee and creates no tenancy or other legal interest in the Site other than a bare licence.

27.2 Nothing in this License shall establish any partnership or any joint venture between the Council and the Licensee or be construed or creating a legal transfer or grant of exclusive possession to the Licensee or create any greater interest in the Licensee than a license on the terms set out above and the Licensee agrees not to impede in any way the Council and its officers employees servants agents invitees and licensees in the exercise by them of the Council's right of possession and control of the whole of the Site or any part thereof.

27.3 This Licence, the Tender and Submission set out all the terms as agreed between the Council and the Licensee. No other representations or terms shall apply or form part of this Licence. All variations to this Licence must be agreed, set out in writing and sealed by both parties before they take effect.

GOVERNED BY IRISH LAW

28. This Licence is governed by Irish Law and the parties submit to the jurisdiction of the Irish Courts.

NOTICES

29. All notices to be served in respect of this Management Licence may be served by hand or by registered post respectively on the Council at County Hall or on the Licensee in the manner provided by the Companies Acts.

LEGAL FEES

30. Each party shall be responsible for its own legal and related costs.

ARBITRATION

31. All differences and disputes between the Council and the Licensee in respect of this Agreement shall be submitted to Arbitration by a sole Arbitrator to be appointed (in the absence of agreement between the Council and the Licensee, upon such appointed and on the application of either of them) by the President (or other officer endowed with the functions of such President) for the time being of the Law Society of Ireland or (in the event of the President or other officer as aforesaid being unable or unwilling to make the appointment) by the next senior officer of that society who is so able and willing to make the appointment and such arbitration shall be governed by the Arbitration Act, 2010 provided however that if the arbitrator shall relinquish his appointment or die, or if it shall become apparent that for any reason he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete his duties, or if he shall be removed from office by Court Order, a substitute may be appointed in his place and in relation to any such appointment procedures hereinbefore set forth shall be deemed to apply as though the substitution were an appointment *de novo* which said procedures may be repeated as many times as may be necessary.

FIRST SCHEDULE

(The Site)

The premises more particularly shown as outlined in blue on the maps included in Appendix 10 of the tender documents.

DRAFT

SECOND SCHEDULE

REPAIRS/MAINTENANCE

Equipment provided includes:

- site intruder alarm control panel
- site fire alarm control panel
- site telephone system (GPT Master line with 8 incoming lines) and 9 no. key stations
- site monitoring and site telemetry
- Kitchen equipment, cooker, fridge
- Scale models of Baling Station and landfill site

Civic Amenity Kiosk

The Civic Amenity area is a separate entity from the main works area; it is fully enclosed by fencing and has a separate entrance. The Civic Amenity kiosk is located at the entrance and is fully contained with office, canteen and separate ladies and gents toilet/showers.

Equipment provided includes:

- Fire alarm panel
- Stop barriers and controls
- CCTV camera monitor
- Electronic cash register
- Telephone
- Safe
- Kitchen equipment, cooker, fridge

Civic Amenity and Recycling Area

Access to this area is via a 6m wide roadway from the kiosk to civic amenity and recycling areas. The disposal area is split level and fully concreted with 12 disposal bays. Equipment provided includes:

- 1 No. Welfare hut
- Separate recycling bays
- Hazardous waste container.
- Information signage
- Guard railing

Site Service:

The site (Civic Amenity Recycling Centre) is fully serviced with water supply, main drainage and three phase power supply.

Services provided include:

- 150mm diameter ring water main
- 150mm diameter water main to fire water supply
- Council water meter on 150mm diameter main
- 1 no. fire hydrants
- Separate foul sewerage system

- Separate storm sewerage system
- Site lighting
- CCTV cameras

DRAFT

THIRD SCHEDULE

Supplementary Services to be provided by Licensee

As per the ITT and Clarifications from the Licensee (to be inserted)

DRAFT

FOURTH SCHEDULE

Concession Fee

DRAFT

Fifth Schedule

Data Protection

[complete when completing the contract]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

1.2 Nature of processing

1.3 Purpose of processing

1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject

IN WITNESS whereof the parties hereto have hereunto caused their respective Seals to be affixed hereto the day and year first above **WRITTEN**

**PRESENT when the Common Seal
SOUTH DUBLIN COUNTY COUNCIL
was affixed hereto:-**

**MAYOR/DEPUTY MAYOR/Nominated Employee
of South Dublin County Council**

**PRESENT when the Common Seal
of [Insert] was affixed hereto:-**

Director/Secretary of the Board

Director

Management Licence

Between

SOUTH DUBLIN COUNTY COUNCIL

“the Council”

- AND -

[Insert] “the Licensee”

MANAGEMENT LICENCE

South Dublin County Council
County Hall
Town Site
Tallaght
Dublin 24