

Record 6: Attachment 1 to record 5.

LICENCE made the
and Nineteen

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20

day of December Two Thousand

BETWEEN

1. Mill Road Developments Limited a limited liability company having its registered office at Fortfield House, Colpe Road, Drogheda, Co. Meath ("the Licensor") of the one part;
2. The Minister for Education and Skills of Portlaoise Road, Tullamore, Co Offaly ("the Licensee") of the second part;

OPERATIVE PROVISIONS

1. 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 Licensor to use the its premises 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 4th day of June 2019
- (iii) "Premises" means the premises situate at Mill Road/Colpe, Drogheda being that part of the lands shown edged red on the Map ("the Map") annexed hereto and being part of the lands comprised in Folio MH44663F.
- (iv) "Licence Fee" means [REDACTED] plus VAT per annum;
- (v) "Licence Period" means the period of three years commencing on the Commencement Date unless terminated earlier in accordance with the provisions of this Licence;
- (vi) "Permitted Use" means use as a site for a school or schools and associated users.

(b) Words referring to persons shall include firms, companies' corporations and vice versa.

(c) Where there are two or more persons included in the expressions "Licensee" the obligations agreements terms and conditions

contained in this Licence which are expressed to be made by the Licensee shall be deemed to be made by all such persons.

- (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.

2. Licence

So long as this licence shall remain in operation the Licensor LICENSES and authorises the Licensee (subject to the terms and conditions contained in this Licence) to enter upon and use solely for the purpose of the Permitted Use the Premises as a Bare Licensee subject to the Licensor's termination rights specified at clauses 8 and 9 respectively.

3. The Period of Licence

This Licence shall continue in force during the Licence Period.

4. The Licence Fee

- 4.1 The Licence Fee payable from time to time during the continuance of this Licence shall be paid in advance. The Licence Fee shall be payable bi-annually the first payment to be made on the signing hereof and thereafter payments are to be made on the 1st day of January of each year and the 1st day of July of each year. .

5. The Licensee's Obligations

The Licensee **AGREES AND UNDERTAKES:**

- 5.1 To pay the Licence Fee on the days in the manner specified in this Licence.
- 5.2 To pay punctually for all gas (if any) electricity and water consumed on the Premises during the continuance of this Licence and all standing and other charges in this connection.
- 5.3 To keep the Premises clean neat and tidy and free from any rubbish or fire or health hazard and to remove on a daily basis all waste and refuse from the Premises;

- 5.4 Not to damage any part of the Premises and to bear any costs incurred by the Licensor in making good any damage caused by the Licensee or any employee servant agent or invitee of the Licensee;
- 5.5 To notify the Licensor immediately in writing of any damage caused by the Licensee or any employee servant agent or invitee of the Licensee to the Premises;
- 5.6 (i) To use the Premises for the Permitted Use only.
(ii) Not to do or permit to be done in or about the Premises anything which shall be a nuisance inconvenience or disturbance to the Licensor or the licensees or occupiers of the remainder of the Estate.
- 5.7 Not to keep on the Premises any inflammable explosive dangerous or harmful substance liquid or gas.
- 5.8 At the expense of the Licensee to comply with all the provisions and requirements of any Act or Acts of the Oireachtas now or afterwards to be passed and every order regulation notice and bye-law made under or in pursuance of such Acts or by any local or other authority in respect of the Premises and any buildings thereon or the user of it or the person or any fixture or machinery plant or chattels for the time being in it including without prejudice to the generality of this clause the provisions of the Safety in Industry Act 1955 and 1980, Offices Premises Act 1958, the Safety Health and Welfare at Work Act 1980 and Fire Services Act 1981 and any regulations permissions directions order bye-laws building regulations and orders made under such Acts and to indemnify the Licensor at all times against all proceedings actions and costs charges claims expenses damages liabilities losses and demands arising from any breach of this obligation.
- 5.9 To indemnify and keep indemnified the Licensor (both during and after the Licence Period) from and against;-
- 5.9.1 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, director or order;
- 5.9.2 all claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Licensor 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 Premises arising directly or indirectly from the activities carried out from the Premises by the Licensee, its agents, employees, proprietors, partners, officers or invitees;

- 5.10 To insure to the satisfaction of the Licensor the Licensee's own property and to produce to the Licensor whenever required the policy or policies of such insurance and the last receipt for payment of the premium due;
- 5.11 To observe and comply with and to cause its employees servants agents and invitees to observe and comply with all requirements and regulations (if any) made from time to time by the Licensor with regard to the use and management of the Premises and the roads and footpaths and amenity areas (if any) including safety cleanliness noise and other environmental matters and car parking access and loading requirements and regulations.
- 5.12 Not to make any alteration or addition to the Premises and not to erect any sign or advertisement in or upon the Premises or elsewhere on the Premises without the prior written approval of the Licensor which consent shall not be unreasonably withheld;
- 5.13 To permit the Licensor and all persons authorised by the Licensor to enter the Premises at any time and for the purpose of inspecting the Premises;
- 5.14 Immediately upon termination of the Licensee's right to use the Premises to remove all Licensee's property from the Premises and to leave it clean and tidy and to bear the cost (if any) incurred by the Licensor in making good any damage caused in the course of the removal of the Licensee's property;
- 5.15 To nominate appoint and duly authorise as the Licensee's agent a manager who will be present and responsible for the management of the Premises and the activity of the Licensee conducted there and to give full particulars in writing of such manager to the Licensor;
- 5.16 To obtain all necessary approvals and consents (prior to the signing of this Licence) to ensure that the permitted use complied with the Local Government (Planning and Development) Acts 1963 to 1999 and the Planning and Development Acts 2000 to 2018 and to comply in every respect with the said Acts and the Building Control Act 1990 and all regulations and orders made under them.
- 5.17 Subject to the compliance by the Lessor with the provisions of paragraph 6.2 hereof. At its own expenses to construct and maintain the road between points

“B” and “C” on the Map attached hereto in accordance with the provisions of Planning Permission Register Reference number LB/190739 on or before the 16th September 2020.

6. Licensor's Obligations

The Licensor AGREES AND UNDERTAKES:-

- 6.1 At its own expense to construct and maintain in accordance with the provisions of Planning Permission register reference number LB/190739 the roads to the Premises from the Mill Road to Point A as shown on the Map attached hereto **PROVIDED ALWAYS** that the quality and level of the services undertaken to be provided by the Licensor will be solely at the discretion and within the control of the Licensor.
- 6.2 At its own expense to construct and maintain in accordance with the provisions of Planning Permission register reference number 180620 the Colpe Road roundabout and associated new link access road, footpaths and kerbs on both sides of the road, ducting and water main abutting on the Premises at point “B” to be constructed on or before the 16th September 2020 together with the right of the Licensee its servants or agents, its Licensee's and invitee's to pass and re-pass over the said roadway with or without motor vehicles and for all purposes in connection with the use of the Premises as a School together with the right to connect up to the said water main.

8. Termination

- 8.1 This Licence shall terminate immediately
 - 8.1.1 if the Licensee shall fail to pay the Licence Fee or any other sums payable under the Licence within seven days of the due date or
 - 8.1.2 if the Licensee is in breach of any of the obligations agreements terms and conditions of the Licence or
- 8.2 Termination under any of the provisions contained within this clause 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 Licence and on termination the Licensee shall immediately vacate the Premises and remove its stock plant machinery equipment and other property from the Estate provided that without prejudice to any other remedy for non-payment of any sums due to the Licensor shall be entitled to exercise a right to detain such stock plant machinery equipment and other property of the Licensee in the

Estate in respect of any monies due from the Licensee until such debt is paid.

9. Nature of the Licence

- 9.1 This Licence is personal to the Licensee and may not be transferred or otherwise disposed of and for the avoidance of doubt the Licensee may neither part with nor share possession or occupation of the Premises or any part of it nor grant a licence of the whole or any part of the Premises to any other person or body.
- 9.2 Nothing in this Licence shall establish any partnership or any joint venture between the Licensor 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 licence on the terms set out above AND the Licensee agrees not to impede in any way the Licensor and its officers employees servants agents invitees and licensees in the exercise by them of the Licensor's right of possession and control of the whole of the Premises.

10. General Provisions

- 10.1 The Licensor shall not in any circumstances be responsible to the Licensee or its employees servants agents or invitees for and the Licensee shall indemnify the Licensor against any injury illness death damage destruction or financial loss or consequential loss (including loss of sales or profits) which may at any time be caused or done to the Licensee or its employees servants agents and invitees or to the Premises or to any of the goods merchandise plant equipment machinery or property of the Licensee or its employees servants agents or invitees in or about the Premises.
- 10.2 Any dispute arising between the Licensee and any other Licensee or occupier (other than the Licensor) of the remainder of the Estate as to any right or privilege in connection with the use of the Premises or the remainder of the Estate shall (if so required by the Licensor but not otherwise) be determined by the Licensor whose decision shall be final and binding on the Licensee.
- 10.3 Any notice to be given or served under this Licence shall be sufficiently given or served if in the case of notices given to the Licensee such notice is left at the Premises and if in the case of notices given to the Licensor such notice is sent by post to the registered office of the Licensor.

SIGNED on behalf of the LICENSOR



In the presence of ~~JOSEPH THOMAS~~

JOSEPH THOMAS
U.S. Army
Special Agent
in Charge

SIGNED on behalf of the LICENSEE



P.O.

In the presence of:



CIVIL SERVANT.

