

Date _____

Ref:

[Name]
[Address]

Re: *[Name] (“the Applicant”)
Permission to [details of what exactly the applicant intends on doing, and the
area in question][insert name/address of property concerned] (“the
Property”).*

The Courts Service will be pleased to facilitate you and is prepared to grant a revocable licence for your proposed use of the Property subject to the following terms and conditions:-

1. Use of Courts Service Premises.

No event or performance shall take place or be held other than that for which permission is granted unless a further written approval is given by the Courts Service in advance.

2. Safety.

The Applicant (which expression shall where the context so admits or requires hereinafter include the Applicant’s licensees, hirers, stand holders, exhibitors, sub-licensees, contractors, sub-contractors, agents, servants and assignees) shall ensure that adequate safety precautions in accordance with any relevant Act of the Oireachtas for workers, employees and the public shall be in operation during the above mentioned period. All recommendations made by the Courts Service, Regional Manager/Buildings Manager or their staff shall be immediately adopted by the Applicant.

3. Advertising.

- (a) No notices, placards, labels or advertisements of any nature shall be posted on the walls, railings or other property of the Courts Service. The Applicant is specifically instructed not to permit any other persons to breach this regulation.
- (b) The Courts Service requests that indiscriminate flyposting bills and advertisements on walls, hoarding and other unauthorised sites in the city and county should not be done. Non compliance with this request

could prejudice any further application for permission being accepted by the Courts Service.

4. Access.

The Applicant must ensure that free unobstructed access to the Property is maintained at all times and shall not permit, or allow to be done any act or thing which is likely to be, or to become a nuisance, danger or annoyance to the Courts Service or other users and occupiers of the Courts property.

5. Vacation.

The Applicant shall, at the expiration of the permitted period, clear away all structures erected and items brought upon the Courts Service property and shall leave and deliver up to the Courts Service the lands and premises in an unaltered state and shall reinstate the property and shall deliver up the Property in as good and clean order and condition as it was when first occupied by the Applicant. The Applicant shall make good any damage it has caused to the Property to the satisfaction of the Courts Service. The Courts Service shall be entitled to dismantle and remove anything not cleared by the Applicant at the Applicant's expense and risk and shall seek the cost of same from the Applicant by way of liquidated damages.

6. Insurance.

(a) The Applicant will indemnify the Courts Service from all losses, damages, liabilities, costs and expenses (including necessary legal expenses) arising out of injury to any person or loss of or damage to any property whatsoever, resulting from or in any way connected with or arising out of this permission regardless of whether or not such losses, damages, costs or expenses shall be incidental or to arising out of acts or omissions by the Courts Service, providing however that this paragraph shall not be construed to constitute an indemnity against loss, damage, liability, cost or expense caused solely by the negligence of the Courts Service.

(b) Without prejudice or limitation to the Applicant's liability as set out above, the Applicant shall maintain where appropriate, the following insurance:-

- (i) Public, Product's Liability with an indemnity of not less than €5,500,000 for any one accident / unlimited any one period except for Products Liability where it is restricted to €5,000,000 in any one period including Indemnity as required by paragraph (a) above.
- (ii) Employers Liability Insurance with an indemnity of not less than €12,697,381 for any one accident, unlimited for any one period, certain functions will require higher limits of indemnity applying to all employees of the Applicant, including temporary employees and sub-contractors and shall include indemnity to the

Courts Service in respect of any claim made against the Courts Service in respect of liability for which the Applicant would have been entitled to claim if the claim had been made against the Applicant, instead of the Courts Service or the Courts Service and the Applicant.

- (iii) Motor Third Party Liability Insurance with a minimum of €2,000,000 third party property damage limit in respect of all vehicles used in connection with this permission and which will require to be insured under provisions of the Road Traffic Acts with indemnity to the Courts Service in respect of any liability that arises by reason of the negligence of the Applicant or any person, servant or any arising from the use of the motor vehicles.

7. Compliance with Legislation.

The Applicant shall not do or permit or suffer to be done on the premises anything which would be in breach of any Act of the Oireachtas or regulations made thereunder or would render the Courts Service liable to proceedings being instituted against the Courts Service under such Act of the Oireachtas or regulations made thereunder and in the event of any breach of this clause the Applicant shall indemnify the Courts Service against all costs, claims and expenses from such a breach.

8. Fee.

A fee of €XXX is to be paid in advance and all other costs to be borne to the applicant (i.e. Security and electrical, etc) is payable to this office.

The Courts Service reserves the right to terminate unilaterally this licence either before or during the period to which this permission relates, without any reason stated. An Applicant whose permission is so terminated shall not have any claim against the Courts Service.

If the foregoing conditions are acceptable please return this Form of Acceptance signed by an authorised officer of the Applicant along with the fee stated to this office together with the attached 'insurance undertaking' signed by your Insurers or Brokers as evidence of the Insurance required under Clause 6 herein.

Yours sincerely,

REGIONAL MANAGER/BUILDINGS MANAGER

ACCEPTANCE

[COMPANY NAME] accepts and agrees to comply with the foregoing conditions:

**Signed for and on
behalf of the Applicant:** _____

Name of Witness: _____

Address of Witness: _____

Date: _____

Re: Courts Service

Your Client:

Period of Contract:

Contract Details:

Dear Sirs,

We understand that you act as Insurance Brokers to *[Name of Client]* for whom we intend to grant permission for the proposed use of our property subject to the attached Contract Condition, which necessitates appropriate evidence of Employers Liability, Public Liability and Motor Insurance. In relation to this Grant of Permission, please complete and sign the undertaking below where it is necessary to emphasise that Courts Service may rely on this in awarding the required Permission.

We do not require sight of Policy Documents or Insurance Questionnaires.

Yours faithfully,

Regional Manager/Buildings Manager

UNDERTAKING

We confirm that our clients have the following Employers Liability, Public Liability and Motor Policies which will remain in force during the contract and will indemnify the Courts Service in accordance with Clause 6 of their Standard Agreement (attached).

Employers Liability:

Policy Number: _____ Insurer: _____

Indemnity Limit: _____ Renewal Date: _____

Public Liability:

Policy Number: _____ Insurer: _____

Indemnity Limit: _____ Renewal Date: _____

Motor Insurance:

Policy Number: _____ Insurer: _____

Third Party Property
Damage Limit: _____ Renewal Date: _____

We confirm that in our opinion these Policies are appropriate to meet the needs of the contracting parties in so far as the terms and conditions of the attached Contract are concerned. We further confirm that the policies contain appropriate forms of Indemnities in favour of the Courts Service in respect of the matters insured against thereunder.

Signed: _____

Date: _____

On behalf of: _____
(Name of Company) (Official Stamp)