

CONCESSION CONTRACT IN RELATION TO THE PROVISION OF OUTDOOR ADVERTISING AND PUBLIC AMENITY SERVICES

This Agreement is made on the 23rd day of November 2006.

Between Dublin City Council, of the Civic Offices, Wood Quay, Dublin 8 ("the Council"), which description shall include its officers, servants, agents and duly authorised representatives, of the one part, and

JCDecaux Ireland Limited, whose registered office is situated at 6 Sandyford Park, Burton Hall Road, Leopardstown, Dublin 18 ("the Concessionaire", which expression shall include successors and permitted assigns) of the other part.

Now it is hereby agreed as follows:

1 INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"**Accounting Period**" means each period of 6 months during the term of this Agreement commencing on the Commencement Date.

"**Advertising Structures**" means the advertisements and advertising structures including hoardings whether illuminated or otherwise to be erected on the Sites, as further described in the Specifications.

"**Concessionaire's Designs**" means the designs for the development and functionality of the Advertising Structures and/or Public Amenities which are proposed by the Concessionaire and approved by the Council.

"**Contract Documents**" means this Agreement, the Tender, the Specifications and the Tender Documents.

"**The Council**" means Dublin City Council.

"**Commencement Date**" means the date which is 6 months after the final grant of at least 75% (or such other percentage amounts as the parties may agree) of all planning permissions necessary for the performance of the Services.

"**Free Media Spaces**" means advertising space provided to the Council by the Concessionaire for the sole purpose of non-profit and civic advertising by the Council;

"**Initial Advertising Structures**" means 75% of the total Advertising Structures.

"**Maintenance Schedule**" means the programme of maintaining, repairing and cleaning the Advertising Structures and Public Amenities as described in **Schedule 4**.

"**Minimum Guaranteed Net Rental**" means the sum set out in **Schedule 2** hereto, which sum is subject to review annually in accordance with **Clause 13.1**.

"**Net Revenue**" shall mean the aggregate, excluding VAT, of all sums received by the Concessionaire in respect of any Accounting Period from the sale of advertising space in an Advertising Structure less only the following deductions at cost:

- any fees payable to advertising agency and specialist agency commission or sales agency commission.

- cost of printing, artwork and other similar charges payable by commercial clients to the contractor for services provided in connection with the creating of any advertisement.

PROVIDED THAT any such deductions are properly evidenced in writing by the Concessionaire to the Council as requested.

"Notice of Remedy" means a written notice from the Council to the Concessionaire pursuant to **Clause 12** hereof.

"Payments" means the amounts payable to the Council by the Concessionaire as determined in accordance with Clause 13.

"Public Amenities" means the public amenities and related services proposed by the Concessionaire as part of its Tender, as further described in the Specifications.

"Services" means any work permitted or required to be done by the Concessionaire under or by virtue of the terms hereof, as further described in the Specifications. It includes the erection, maintenance, operation, exploitation, repair, dismantling, removal and re-erection of the Advertising Structures and the Public Amenities and the affixing and removing of advertisements.

"Sites" mean the land and premises identified in **Schedule 3** and any other land or premises which may be agreed between the parties which is owned by the Council on which the Concessionaire is permitted to erect or maintain the Advertising Structures subject to the terms and conditions of this Agreement.

"Specifications" means the requirements of the Council in relation to the Services, in particular the design, erection, operation and maintenance of the Advertising Structures and the Public Amenities as described in **Schedule 1** hereto.

"Tender" means the proposal submitted by the Concessionaire to the Council in response to the Tender Documents.

"Tender Documents" means the tender documents issued to the Concessionaire by the Council on 26 September 2005 and 28 October 2005.

"Utilities" means any utilities including, without limitation, sewage, water, electricity supply services, fibre optic cabling, conduit ducting with appropriately spaced secure access manholes, telephone, ISDN, ADSL lines and any other relevant facilities/services which are in the opinion of the Concessionaire necessary or desirable for the performance of the Services, or any part of the Services or any additional Services by the Concessionaire.

- 1.2 Unless the context otherwise requires, a reference to any section, clause sub-clause, paragraph, recital or schedule is to a section, clause, sub-clause, paragraph, recital or schedule (as the case may be) of or to this Agreement.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4 The Schedules to this Agreement shall form part of this Agreement and the expression "this Agreement" as used in any of the Schedules shall mean this Agreement.
- 1.5 In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be as follows:

- (i) this Agreement;
- (ii) the Tender;
- (iii) the Specifications; and
- (iv) the Tender Documents.

2 APPOINTMENT OF THE CONTRACTOR

- 2.1 In consideration of the Concessionaire making the Payments and providing the Public Amenities, the Council hereby grants to the Concessionaire permission to supply, erect and maintain, at its own expense, the Advertising Structures at the Sites for the term of this Agreement, subject to the provisions hereof. The parties confirm that in the event that an additional site becomes available during the term of the Agreement, such additional site will in the first instance be offered to the Concessionaire, subject to the EU procurement rules. Such sites will be offered on terms to be negotiated between the parties in good faith but in any event at terms no less favourable than those set out in this Agreement in relation to the Sites.
- 2.2 The Concessionaire shall throughout the period of this Agreement provide the Advertising Structures and Public Amenities in accordance with the Specifications and the Concessionaire's Designs, subject always to the exact number, design, size, nature and locations of the Advertising Structures and Public Amenities being approved in advance in writing by the Council.
- 2.3 Upon receipt of the approval referred to in **sub-clause 2.2** above, the Concessionaire shall:-
- 2.3.1 prepare all plans and drawings necessary so as to complete proper notification to the relevant planning authority for planning permission in respect of the proposed Advertising Structures and/or Public Amenities,
 - 2.3.2 make any changes requested by the Council to such notifications,
 - 2.3.3 apply to the planning authority for planning permission or licence for the Advertising Structures and/or Public Amenities, the cost of fees due on the relevant planning applications being borne by the Concessionaire,
 - 2.3.4 reply to all queries emanating from the planning authority in respect of the planning applications,
 - 2.3.5 if necessary, submit planning applications to An Bord Pleanála for approval and reply to all queries emanating from An Bord Pleanála in respect of the applications,
 - 2.3.6 commence the erection of the Advertising Structures at the approved location(s) and subject always to the Council having approved the installation of the Public Amenities, the roll out of the Public Amenities, no later than 6 months following the receipt of the grant of final planning permission from the planning authority and/or An Bord Pleanála in relation to the Initial Advertising Structures,
 - 2.3.7 carry out and complete the erection of each Advertising Structures or Public Amenity as soon as practicable.

3 DUTIES OF THE CONTRACTOR

- 3.1 The Concessionaire shall provide the Services with the skill, care and expertise to be expected of a competent concessionaire experienced in undertaking and providing services of a similar scope, nature and size to the Services.
- 3.2 The Concessionaire shall provide the Services in accordance with any applicable planning permission or licence and in compliance with all reasonable instructions and requests of the Council in relation to the Services.
- 3.3 The Concessionaire shall make available to the Council on Sites chosen by the Council 30 faces on single sided Metropoles and 36 faces on Civic Information Panels of the Advertising Structures for its own use, such faces to be made available at no cost to the Council subject to the Council giving to the Concessionaire three months written notice of its intention to use the Advertising Structures. The number of faces to be made available to the Council by the Concessionaire pursuant to this clause 3.3 shall be increased or decreased in accordance with any change in the total number of Sites.
- 3.4 All materials used in the erection of an Advertising Structures and/or Public Amenities and all advertising material affixed or displayed by the Concessionaire on any Advertising Structures and/or Public Amenities shall be the property of the Concessionaire or the Concessionaire shall be appropriately licensed to use it.
- 3.5 The Concessionaire shall, at its own expense:-
- 3.5.1 ensure that the provision of the Advertising Structures and/or Public Amenities shall not adversely affect the Site of each Advertising Structure and/or Public Amenity;
 - 3.5.2 at all times maintain each Advertising Structure and/or Public Amenity in good order, repair and condition, in accordance with the Maintenance Schedule, not allowing any Advertising Structure or Public Amenity to fall into disrepair and carrying out all necessary repairs with the utmost expedition. Without prejudice to the generality of the foregoing, should any Advertising Structures and/or Public Amenities be damaged or any glass thereof be broken or if the lighting thereof go out of order with the result that such Advertising Structures and/or Public Amenities is in a dangerous condition, the Concessionaire shall effect a repair immediately and in any event within 24 hours of the receipt of notification of the occurrence;
 - 3.5.3 should any Advertising Structure or Public Amenity require replacement for whatever reason, the Concessionaire shall undertake such replacement to the satisfaction of the Council;
 - 3.5.4 pay all rates and other taxes applicable from time to time in respect of Advertising Structures and/or Public Amenities including the advertising panel on any Advertising Structures together with all lighting, electricity and connection costs and all other costs relating to Advertising Structures and/or Public Amenities save where this Agreement provides otherwise;
 - 3.5.5 comply with all lawful notices, directions or requirements relating to any Advertising Structures and/or Public Amenities which may be issued at any time by the Commissioner of the Garda Siochana or any road authority, sanitary authority or local authority or by any other competent authority or competent body;

- 3.5.6 ensure that all reasonable precautions are taken to prevent injury to persons or damage to property arising in any way out of the Services undertaken by the Concessionaire and, without prejudice to the generality of the foregoing, shall ensure that any soil, rubbish, Advertising Structures, Public Amenities, or other components or parts thereof, advertisements, tools, appliances or other materials whatsoever shall be carefully arranged and guarded so that the same shall not be a danger to persons or traffic passing by and shall ensure that any excavations are adequately fenced or guarded to the same effect, and shall also ensure that any of the foregoing shall be lit by adequate warning lights during hours of darkness so as not to constitute a danger;
- 3.5.7 ensure that all necessary precautions are taken to ensure that the carrying out of the Services shall not:-
- (i) obstruct free and uninterrupted passage by the public; and
 - (ii) cause any damage to any drains, sewers, water mains, water pipes, gas pipes, electric cables or other services.
- 3.5.8 not use or permit to be used the whole or any part of each and every Site or any Advertising Structure for any purpose which shall, or may be, or grow to be, a public or private nuisance.
- 3.5.9 carry on the business of selling advertising space in respect of the Advertising Structures in an efficient and businesslike manner and so as to maximise the revenue therefrom, and in particular, in respect of any exclusive advertising rights, to use its best endeavours to sell and obtain the full market price for each and every Site;
- 3.5.10 make all structural changes to the Advertising Structures and/or Public Amenities that are required of the Council by any court, tribunal judgement or in any action taken by any body entitled to regulate the conduct of the Council hereunder from time to time at the cost of the Concessionaire;
- 3.5.11 not to make any material alteration to any Advertising Structure or Public Amenity without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed) and planning approval, as required; and
- 3.5.12 not impede or obstruct in any way the officers servants or agents of the Council in the exercise by them of the Council's functions or the protection of the Council's interests and, in that connection, shall give all reasonable assistance and facilities to the officers servants or agents of the Council in or about their entry into the Sites.
- 3.6 The Concessionaire shall procure that its representatives or agents:-
- 3.6.1 make themselves available at all reasonable times and upon reasonable notice to the Council for the purposes of consultation and advice relating to this Agreement and the Services.
 - 3.6.2 at the expense of the Concessionaire attend such meetings with representatives of the Council as may be necessary for the performance of its duties under this Agreement.
- 3.7 Save as is expressly provided for in this Agreement, the Concessionaire shall be responsible for obtaining all licences, permits and approvals which are necessary for the purpose of the performance of its obligations under this Agreement.

- 3.8 The Concessionaire shall promptly inform the Council of:
- 3.8.1 any complaint concerning the Services or the advertisements which are carried on the Advertising Structures of which the Concessionaire is aware;
 - 3.8.2 any matter which is relevant in relation to the use of the Advertising Structures and/or Public Amenities.
- 3.9 The Concessionaire shall not:
- 3.9.1 pledge the credit of the Council in any way.
 - 3.9.2 engage in any conduct other than as provided for under the Agreement which in the reasonable opinion of the Council is prejudicial to the Council's business.
 - 3.9.3 hold itself out, or permit any person to hold it out, as being authorised to bind the Council in any way.
 - 3.9.4 do any act which might reasonably create the impression that it is so authorised.
 - 3.9.5 assign the benefit of this Agreement other than in accordance with clause 22.
- 3.10 If, at any time after the date of this Agreement,:-
- 3.10.1 any legislation is enacted; or
 - 3.10.2 any decision of any public body or authority or court is made; or
 - 3.10.3 any existing legislation is amended or repealed,
- in respect of the erection or maintenance or relocation of Advertising Structures and/or Public Amenities, which interferes with the right of the Council to locate, erect, provide for the erection and/or maintenance of any Advertising Structures and/or Public Amenities, then the Council shall have no liability of any nature whatsoever to the Concessionaire for damages or loss of any nature to the Concessionaire, including but not limited to loss of business, profits, future revenue, goodwill, benefit of this Agreement, economic loss or any loss costs damages or expenses of any nature whatsoever arising therefrom.

4 NO TENANCY CONFERRED

- 4.1 This Agreement shall constitute a licence in respect of each Site and confers no tenancy on the Concessionaire and possession of each Site is retained by the Council subject however to the rights and obligations created by this Agreement.

5 SPECIFICATION AND WARRANTIES

- 5.1 The Concessionaire shall ensure that each Advertising Structure and/or Public Amenity erected by the Concessionaire complies with the Specifications and the Concessionaire's Designs.
- 5.2 The Concessionaire warrants that:
- 5.2.1 it has the appropriate qualifications, competence and authority to perform the Services; and

5.2.2 the Services, and materials used as part of the Services, are fit for the purpose for which they are intended, and shall be performed with the degree of skill and care that is required by good, competent, workmanlike procedures and standards prevailing at the time of the Services being performed.

6 REMOVAL OF ADVERTISING STRUCTURES

6.1 If at any time during this Agreement:

6.1.1 the Concessionaire is prevented or prohibited from exhibiting advertisements on any Advertising Structures and/or Public Amenities by reason of any legislation, regulation or the order of any competent statutory authority; or

6.1.2 any Advertising Structures and/or Public Amenities becomes lawfully obstructed or otherwise unfit for the display of advertisements, otherwise than by an act of the Council; or

6.1.3 any Advertising Structures and/or Public Amenities in the reasonable opinion of the Concessionaire is subject to constant or excessive vandalism;

the Concessionaire shall at its own expense subject to the agreement of the Council remove the Advertising Structures and/or Public Amenities after the Concessionaire has obtained all such consents, approvals and permissions as may be required by law, and re-instate the footpath, footway or the Council's property to a condition reasonably satisfactory to the Council. When the Concessionaire so removes the Advertising Structures and/or Public Amenities, the Concessionaire may, subject to planning permission, re-erect the Advertising Structures and/or Public Amenities, at a Replacement Location to be agreed by both parties.

6.2 If the Council shall be required or requested by an authority responsible for planning permission, electricity generation or transmission, roads, railways, light rail networks, generation sanitary matters, a local authority, the Commissioner of the Gardaí Siochana or by any other official body lawfully entitled to make and enforce such a requirement, to remove an Advertising Structures and/or Public Amenities, and the Council requests the Concessionaire to do so, the Concessionaire shall, at its own cost:-

6.2.1 remove the Advertising Structures and/or Public Amenities forthwith and re-instate the footpath or footway;

6.2.2 re-erect the Advertising Structures and/or Public Amenities at a Replacement Location in accordance with the provisions of this Agreement.

6.3 Where a Replacement Location has not been identified for planning permission purposes by the parties within {30 days}, then,

(i) the Concessionaire shall be entitled to reduce the Payments to the Council by an amount equal to the percentage of total number of Sites represented by the number of Sites from which Advertising Structures and/or Public Amenities are removed; and/or

(ii) the Concessionaire shall be entitled to reduce the number of Public Amenities to be provided by the Concessionaire pursuant to this Agreement by the percentage amount referred to in clause 6.3(i) above; and/or

(iii) the deemed value of the Free Media Spaces required to be provided by the Concessionaire to the Council shall be reduced by an amount equal to the percentage referred to in clause 6.3(i) above.

- 6.4 For the purposes of this clause 6, a **Replacement Location** shall be a location which is, in the Concessionaire's opinion, equivalent in size, location and commercial value to the Site being replaced.

7 **DUTIES OF THE COUNCIL**

- 7.1 The Council shall, for as long as this Agreement remains in force unless prevented or impeded by legislation, court order, regulation or statutory body:
- 7.1.1 ensure that the Sites are selected and access thereto provided to the Concessionaire as soon as possible following the execution of this Agreement;
 - 7.1.2 promptly inform the Concessionaire of any matter, which to the knowledge of the Council, is likely to be relevant in relation to the use or erection of the Advertising Structures and/or Public Amenities;
 - 7.1.3 without obligation, hear and consider any suggestion of the Concessionaire in relation to the erection and location of any Advertising Structures or and/or Public Amenities; and
 - 7.1.4 to the extent permitted by law, provide all assistance and co-operation to the Concessionaire so as to facilitate the performance by the Concessionaire of its obligations pursuant to this Agreement including, without limitation, provide full assistance and co-operation in connection with any consents, licences, authorisations or other permissions which are necessary or desirable in relation to the installation, maintenance and removal of the Advertising Structures and/or the Public Amenities.

8 **ADVERTISEMENTS**

- 8.1 Subject to the provisions hereof, the Council authorises the Concessionaire to affix and permit to be affixed, advertisements on each Advertising Structure and/or Public Amenity under the terms of this Agreement for so long as this Agreement remains in force.
- 8.2 In selling advertising space in respect of any Advertising Structures and/or Public Amenities the Concessionaire shall comply in full with the code(s) of practice adopted by the Advertising Standards Authority in Ireland from time to time.
- 8.3 The Concessionaire shall, at the request of the Council, and after consultation with the Concessionaire remove any advertising material from the Advertising Structures and/or Public Amenities which, in the reasonable opinion of the Council, is likely to be prejudicial to the Council's business.
- 8.4 If, within 28 days of receipt of written notice from the Council requiring the Concessionaire to perform its obligations under this clause, the Concessionaire fails to so comply, the Council shall be entitled to make good such failure at the cost of the Concessionaire.

9 **APPROVALS**

- 9.1 No approval on the Council's behalf of any plans, designs relating to the Advertising Structures or Public Amenities shall operate to relieve the Concessionaire of any of its

obligations under this Agreement (other than the specific obligation to obtain such approval).

10 **INDEMNITY**

10.1 Subject to clause 10.2 , the Concessionaire shall **INDEMNIFY AND KEEP INDEMNIFIED** the Council from and against all proceedings, actions, costs, charges, claims, expenses, damages, liability or losses whatsoever, or howsoever or wherever caused, arising in connection with this Agreement, including without limitation, by reason of:-

10.1.1 the carrying out of any Services by the Concessionaire, its authorised agents or servants, or

10.1.2 any failure on the part of the Concessionaire to comply with its obligations hereunder, or

10.1.3 any negligence, default or breach of statutory or other duty on the part of the Concessionaire, its authorised agents or servants, or

10.1.4 the state of repair or condition of the Advertising Structures and/or Public Amenities, or

10.1.5 failure to repair any Advertising Structures and/or Public Amenities within the time limit specified herein, or

10.1.6 any user of the Advertising Structures and/or Public Amenities, or

10.1.7 anything hereafter appended to or projecting from any Advertising Structures and/or Public Amenities or any other cause arising from the Advertising Structures and/or Public Amenities or any of them, or

10.1.8 the content matter of or shape of, or any implication from or innuendo deriving from or any meaning attributed to any advertisement displayed by the Concessionaire on an Advertising Structure, or

10.1.9 the exercise or non exercise of the authorities and permissions hereby granted to the Concessionaire, or

10.1.10 the Concessionaire acting outside the scope of the Agreement, or

10.1.11 the Concessionaire infringing the design, copyright, other intellectual property rights or related rights of any third party.

10.2 The Concessionaire's aggregate liability under the indemnity set out in clause 10.1 shall be limited to 58,000,000 Euro.

11 **INSURANCE**

11.1 The Concessionaire shall procure adequate insurance (including, but not limited to professional indemnity, employers liability and public liability insurance), to the reasonable satisfaction of the Council, with a reputable insurance company against all insurable liability under this Agreement in respect of the Services, including without limitation in respect of any loss or damage to the Services and all claims by third parties for death, injuries, loss or damage to property, and against all actions, suits, claims, demands, costs and expenses whatsoever, by reason of, or arising out of any claim by any of the Concessionaire's employees, workmen or servants, in respect of any accident,

death, injury or damage sustained in connection with or arising out of this Agreement. The Council's interest shall be noted in the above policies.

- 11.2 If the proceeds of such insurance are insufficient to cover the cost of reinstatement, replacement or repair, the Concessionaire will make good any deficiency out of its own monies.
- 11.3 The said insurance policy or policies shall be furnished, duly completed, to Council prior to the commencement of the Services, maintained for the duration of the Services and up-to-date copies forwarded to the Council each year.
- 11.4 The Concessionaire shall not do or suffer to be done anything which may render the said policy or policies of insurance void or voidable.

12 DURATION AND TERMINATION

- 12.1 This Agreement shall come into force on the date of execution hereof and, subject as provided hereunder, shall terminate on expiry of a period of 15 years from the Commencement Date.
- 12.2 The Council shall be entitled to terminate this Agreement by 60 days written notice to the Concessionaire in the event that the Concessionaire has failed to erect the number of Advertising Structures and/or Public Amenities set out in **Schedule 3** within the time frames set out therein save where such failure is caused by any alteration in any legislation or a decision of any competent body or Court where such legislation or decision has a direct impact on the ability of the Concessionaire to so erect Advertising Structures and/or Public Amenities or where the Concessionaire's failure is caused by Force Majeure.
- 12.3 The Council shall be entitled forthwith to terminate this Agreement by notice in writing to the Concessionaire if;
 - 12.3.1 the Concessionaire has failed to maintain the Advertising Structures and/or Public Amenities as provided by **Clause 3**, or has failed to pay any sums due under this Agreement on the due date for payment or the Concessionaire commits any material breach of any of the provisions of this Agreement and, in the case of a material breach capable of remedy, fails to remedy the same to the reasonable satisfaction of the other party within 28 days from receipt of a Notice of Remedy requiring the breach to be remedied.
 - 12.3.2 an encumbrancer takes possession or a receiver or examiner is appointed over any of the property or assets of the Concessionaire.
 - 12.3.3 the Concessionaire makes any voluntary arrangement with its creditors.
 - 12.3.4 the Concessionaire goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assumes the obligations imposed on that other party under this Agreement).
 - 12.3.5 anything analogous to any of the foregoing under the law of any jurisdiction where the Concessionaire carries on business occurs in relation to the Concessionaire.
 - 12.3.6 the Concessionaire ceases, or threatens to cease to carry on business.

- 12.3.7 control of the Concessionaire shall pass from the shareholder(s), owner(s) or controller(s) at the date hereof to another person(s) other than pursuant to a solvent re-organisation or re-structuring of the JCDecaux Group of Companies.
- 12.3.8 the Concessionaire is struck off the register of companies;
- 12.3.9 any representation made by the Concessionaire in connection with this Agreement shall in the reasonable opinion of Council prove to be untrue or incorrect in a material respect as of the date when made; or
- 12.3.10 the Concessionaire has been found guilty of any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this Agreement.
- 12.4 For the purposes of **Clause 12.3.1**, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance not be of the essence).
- 12.5 In the event that the Concessionaire shall fail to comply with any of its obligations hereunder within 28 days after receipt of Notice of Remedy, the Council shall be entitled to make good any such failure at the cost and expense of the Concessionaire and, in particular, notwithstanding anything to the contrary herein contained, if the Council is of the reasonable opinion that any Advertising Structures and/or Public Amenities is in a dangerous or hazardous condition and requires or necessitates immediate repair, the Council may without giving any notice, carry out all works which the Council reasonably considers necessary or desirable at the cost and expense of the Concessionaire and shall as soon as is reasonably practicable thereafter give written notice to the Concessionaire detailing the Advertising Structures and/or Public Amenities concerned and the work undertaken by it and shall verify the costs and expenses incurred by it in undertaking such work. Any amount payable by the Concessionaire to the Council under this clause shall be computed by the Council's Head of Finance whose certificate shall be verified and he shall be entitled to include in such computation such amounts in respect of employer's risks liability, holidays, supervision and overheads as are customarily included by the Council from time to time. The Head of Finance's certificate shall (save in the case of manifest error) be conclusive evidence as to any amounts due by the Concessionaire hereunder.
- 12.6 The Concessionaire shall be entitled forthwith to terminate this Agreement by notice in writing to the Council if:
- 12.6.1 the Council commits a material breach of any of the provisions of this Agreement and, in the case of a material breach capable of remedy, fails to remedy the same to the reasonable satisfaction of the Concessionaire within 28 days from the receipt of a Notice of Remedy requiring the breach to be remedied; or
- 12.6.2 any representation made by the Council in connection with this Agreement shall in the reasonable opinion of the Concessionaire prove to be untrue or incorrect in a material respect as of the date when made.
- 12.7 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 12.8 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

- 12.9 Upon the termination of this Agreement for any reason, the Concessionaire shall at its own expense:
- 12.9.1 promptly vacate the Sites, ensuring that they are in good order, repair and condition (fair wear and tear excepted); and
 - 12.9.2 subject to the agreement of the Council such agreement not to be unreasonably withheld or delayed, remove the Advertising Structures and/or Public Amenities and all related works, and re-instate the Sites (including adjacent footpath, footway or other Council's property, if reasonably required) to a condition reasonably satisfactory to the Council, after the Concessionaire has obtained all such consents, approvals and permissions as may be required by law. In default of the Concessionaire completing such removal and reinstatement within 30 days of the receipt of agreement from the Council, or such other longer period as the parties may agree, the Council shall be entitled to effect such removal and reinstatement itself at the Concessionaire's expense, in which case the Council shall, without prejudice to any other rights it may possess under this Agreement, have a lien upon the Advertising Structures and/or Public Amenities until all sums due from the Concessionaire to the Council under this Agreement have been paid;
 - 12.9.3 subject always to the obligations set out in clause 16, provide all reasonable assistance to the Council in relation to the orderly transfer of the Services, functions and operations provided pursuant to this Agreement to another party.
- 12.10 Upon the termination of this Agreement for whatever reason, the Advertising Structures and Public Amenities (other than the Way Finding Scheme and the Heritage Trail) shall remain the property of the Concessionaire unless otherwise agreed between the parties.
- 12.11 The provisions of Clauses 1 (Interpretation), 10 (Indemnity), 16 (Confidentiality), 26 (Governing Law) and 27 (Dispute Resolution) shall survive the termination or expiry of this Agreement.

13 PAYMENT PROVISIONS

- 13.1 In consideration of the rights herein granted to the Concessionaire, the Concessionaire shall for the period commencing on the erection of an Advertising Structure and ending on termination of this Agreement, pay to the Council:-
- 13.1.1 an amount equal to the percentage or percentages of the Net Revenue set out in **Schedule 2** hereto; or
 - 13.1.2 the Minimum Guaranteed Net Rental which sum shall be increased annually by a percentage at least equal to the rate of increase in the Consumer Price Index, whichever is the greater;
 - 13.1.3 and/or provide the services/street furniture set out in Schedule 2
- 13.2 The amounts calculated pursuant to **Clause 13.1** hereof shall be paid by the Concessionaire in respect of each Accounting Period within 30 days immediately following each such Accounting Period and each payment shall be accompanied by a certificate showing a break-down of these figures signed by a director of the Concessionaire.
- 13.3 Any amount to be paid by the Concessionaire pursuant to this Agreement shall be paid on the due date for payment and any amount not so paid on the due date shall bear

interest from such due date until actual payment at a rate per annum equal to 2% above Euribor, such interest to accrue from day to day.

- 13.4 The Concessionaire shall on an annual basis furnish to the Council a certificate from the Concessionaire's auditors verifying the correctness in accordance with the Agreement of the amounts payable and also confirming that the Concessionaire has raised invoices for all advertising for which orders have been placed with the Concessionaire for display in the Advertising Structures whether such invoices have been discharged by cash payment or otherwise. The cost of the auditor's certificates is to be borne by the Concessionaire.
- 13.5 Where the Advertising Structures are utilised by the Concessionaire as part of an advertising campaign which also utilises advertising structures owned by a third party(ies), the revenue to be paid to the Council in respect of any such campaign shall fairly reflect the value of revenue attributable to the Advertising Structures made available under this Agreement and shall be subject to the reasonable scrutiny and approval of advisers and auditors of the Council.
- 13.6 The Concessionaire shall keep separate records and accurate accounts of all orders placed with the Concessionaire for display on the Advertising Structures for a period of 6 years from the date of the order and shall for the duration of this Agreement keep such records in good order and in such form as to be capable of audit (including by electronic means) by the Council or the Council's representatives. The Concessionaire shall permit the duly appointed representatives of the Council to inspect all such records and accounts and take copies thereof at all reasonable times. At the expiry or termination of the Agreement, the Concessionaire shall, at its own cost, deliver up to the Council, in the manner and at such location as the Authority shall reasonably specify, all such records and accounts which were in existence at the end of the Agreement or copies thereof.
- 13.7 The parties acknowledge that the rights of audit and inspection granted to the Council and/or its representatives and the obligation of the Concessionaire to deliver copies of records and accounts under clause 13.5 may require the disclosure of information held by the Concessionaire subject to a right of confidentiality in favour of a third party ("Third Party Information"). The Council agrees that any such Third Party Information is confidential and shall not be disclosed, other than when the Council is obliged to disclose such information under the provisions of the Freedom of Information Acts 1997 and 2003, without the prior written consent of the Concessionaire. The Concessionaire agrees that it shall notify the Council of any Third Party Information which is, in the opinion of the Concessionaire, commercially sensitive. The Council agrees that when it is notified by the Concessionaire that any Third Party Information is commercially sensitive, it shall:
- (i) promptly notify the Concessionaire of any request received for the disclosure of information contained in any such Third Party Information prior to the disclosure of any information by the Council in response to any such request; and
 - (ii) afford the Concessionaire the opportunity to provide comments in relation to any such request; and
 - (iii) give due consideration to any comments made by the Concessionaire in relation to any such request prior to any action being taken by the Council

subject to a prompt response from the concessionaire to allow the Council meet its obligations within the statutory timeframes as set out by the relevant Freedom of Information legislation.

14 **HEALTH & SAFETY**

14.1 The Concessionaire warrants that;

14.1.1 It will comply with all provisions of the Safety, Health and Welfare at Work Act 2005 and any related Regulations including the Safety, Health and Welfare at Work (Construction) Regulations 2006.

14.1.2 The Concessionaire will supply the Council with a copy of their current Safety Statement and any subsequent updates including all Site Specific Risk Assessments.

15 **NOTICES**

15.1 Any notice or any other communication to be given hereunder shall either be delivered personally or sent by registered post. The address for service of the parties hereto shall be:-

15.1.1 the Council: Executive Manager, Planning Department, Dublin City Council, Civic Offices, Wood Quay, Dublin 8

15.1.2 the Concessionaire: The Managing Director, JCDecaux Ireland Limited, 6 Sandyford Park, Burton Hall Road, Leopardstown, Dublin 18

or such other address as it may have previously notified to the other parties in accordance with the provisions hereof.

15.2 All notices sent pursuant to clause 15.1 shall be deemed to have been served as follows:

15.2.1 if personally delivered, at the time of delivery; or

15.2.2 if sent by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered) and in proving the service of the same it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped, addressed and placed in the post (as the case may be).

16 **CONFIDENTIALITY**

16.1 Both parties agree to keep all business, financial and other confidential information provided to them by the other party, arising or coming to their attention in connection with this Agreement ("Confidential Information") secret and confidential and not at any time for any reason whatsoever to disclose them or permit them to be disclosed to any third party, except as necessary to enable both parties to carry out their duties and obligations under this Agreement. Both parties shall procure that their personnel, whether employed directly or sub-contractors, having access to such information shall, under their contracts of employment or service, be subject to the same obligations of confidentiality.

16.2 The obligations of confidence referred to in Clause 16.1 shall not apply to any information which:

16.2.1 is in the possession of and is at the free disposal of either party or is published or is otherwise in the public domain prior to the receipt of such information by that party;

- 16.2.2 is or becomes publicly available on a non-confidential basis through no fault of Council or the Concessionaire; or
- 16.2.3 is received in good faith by Council or the Concessionaire from a third party who, on reasonable enquiry claims to have no obligations of confidence in respect of it and who imposes no obligations of confidence upon Council or the Concessionaire.
- 16.3 All information relating to the nature of the Services, the affairs of Council or any of its requirements shall be strictly confidential as between Council and the Concessionaire and the Concessionaire shall not during the term of this Agreement or at any time afterwards publish or otherwise disclose such information except in the performance of the Services.
- 16.4 The provisions of this **Clause 16** shall not prevent either party from disclosing Confidential Information where it is required to do so by law or by a binding court order save that, to the extent legally permissible, it shall notify the other party of such disclosure and allow that party a reasonable opportunity to object to such disclosure.
- 16.5 Upon any termination of the Services, each Party shall cause all Confidential Information belonging to the other Party and applicable to the terminated Agreement in whatever medium, to be returned, deleted or destroyed, according to the written reasonable instructions of the other party.
- 17 **CONTRACT REVIEW / AUDIT**
- 17.1 The performance of the Concessionaire under this Agreement shall be subject to review on an on-going basis. On request by the Council, the Concessionaire shall provide the Council with periodic reports to the reasonable satisfaction of the Council during the term of this Agreement.
- 17.2 The Concessionaire shall grant to Council reasonable access to the Concessionaire's premises, books, records, documents, equipment and other property it may reasonably require in order to check the Concessionaire's compliance with this Agreement. Such access includes, but is not limited to, access for the purpose of liaison, reporting and inspection and for verification of compliance by the Concessionaire with its obligations under this Agreement and its likely capacity to continue to comply with its obligations in the future. Without limiting the foregoing, such audits may include, but need not be limited to:
- quality assurance practices;
 - relevant insurance policies;
 - annual audited accounts of the Concessionaire;
 - accounts for payment;
 - invoices and receipts; and
 - such other investigations as are necessary to determine whether the Concessionaire has complied with this Agreement.
- 17.3 The Concessionaire shall implement such reasonable recommendations and comply with such audit findings to the extent necessary to ensure that the Services continue to be delivered and the Concessionaire continues to meet its related obligations in accordance with the requirements set out in this Agreement.
- 17.4 For the avoidance of doubt, the rights granted to the Council under this clause 17 shall be confined to such of the Concessionaire's premises, books, records, documents, equipment and other property as are relevant to the Agreement.

18 **FORCE MAJEURE**

- 18.1 Notwithstanding anything else to the contrary herein contained no party to this Agreement shall be in breach of this Agreement if there shall be any total or partial failure of performance by it of its duties and obligations under this Agreement (including the non-payment of any amounts when due as a result of Force Majeure) occasioned by any act of God, fire, Act of Government, state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of any party hereto. If any party hereto is unable to perform its duties and obligations under this Agreement as a direct result of the effect of any one or more of those reasons that party shall give written notice to the other or others of the inability, stating the reason therefore.
- 18.2 If any of the circumstances outlined in **Clause 18.1** occurs, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable and the party so affected shall take all such other reasonable action necessary to alleviate its effects, and in the event that any event of force majeure prevails for a continuing period in excess of three months or such shorter period as the parties may agree in writing either party may serve notice of termination upon the other party upon which the parties shall have no further obligations to each other under the Agreement save for those claims which have accrued up to the date of termination.

19 **NO PARTNERSHIP**

- 19.1 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the parties.

20 **TAX CLEARANCE CERTIFICATES**

- 20.1 The Concessionaire and all sub-contractors (domestic or otherwise) shall continue to hold, in good standing, current issues of all tax certificates and, in the case of non resident contractors, statements from the Revenue Commissioners as to suitability for tax purposes, for the duration of the Services and until final payment has been made.

21 **COMPLIANCE WITH LAW**

- 21.1 The Concessionaire shall comply with all requirements and/or obligations of any statute, statutory instrument, rule, order, regulation, directive and/or byelaws or other legislative measures in providing the Services, including without limitation;
- 21.1.1 the Road Traffic Act, 1961 and any amendments or extensions thereto, or other Acts affecting roads or road traffic for the time being in force and all by-laws, orders, rules and regulations made pursuant to any such Act.
- 21.1.2 the Planning and Development Act 2000 and any amendments or extensions thereto, or other Acts affecting planning or development for the time being in force and all bye-laws, orders, rules and regulations made pursuant to any such Act.
- 21.1.3 the Local Government Act 2001, and any amendments or extensions thereto.
- 21.1.4 the Building Control Act 1990, and any amendments or extensions thereto.

22 **TRANSFER AND SUB-CONTRACTING**

- 22.1 Other than an assignment, transfer or sub-contract of this Agreement or any part thereof to an assignee within the Concessionaire group of companies, the Concessionaire shall not assign, transfer, sub-contract or purport to assign, transfer or sub-contract to any other person any of its rights or obligations under this Agreement, without the express prior written authorisation of the Council such authorisation not to be unreasonably withheld or delayed. The Council shall not be bound to give such an authorisation and may withhold same without giving any reason, or may grant such authorisation subject to such reasonable conditions as the Council may, in its reasonable discretion, see fit to impose (for example, the requirement to comply with EU public procurement rules, where applicable). The Council reserves the right to request the provision of a parent company guarantee on terms satisfactory to both parties in the event of an assignment, transfer or sub-contract by the Concessionaire to an assignee within the Concessionaire group of companies.
- 22.2 Other than an assignment, transfer or sub-contract of this Agreement or any part thereof to an assignee which is a successor entity (being a local governmental body or agency succeeding to the functions of the Council), the Council shall not assign, transfer, sub-contract or purport to assign, transfer or sub-contract to any other person any of its rights or obligations under this Agreement, without the express prior written authorisation of the Concessionaire such authorisation not to be unreasonably withheld or delayed.
- 22.3 Either party shall, if requested by the assigning party, provide all reasonable assistance to the other party in relation to any such assignment, transfer or sub-contract and fully co-operate with any relevant third parties.
- 22.4 This Agreement shall be binding upon the successors and assigns of the parties and the name of a party appearing in this Agreement shall be deemed to include the names of its successors and assigns provided always that nothing shall permit any assignment by either party except as expressly provided.

23 **WAIVER**

- 23.1 Failure or neglect by the Council to enforce at any time any of the provisions hereof shall not be construed nor deemed to be a waiver of the Council's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice the Council's rights to take subsequent action.

24 **SEVERANCE**

- 24.1 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to provisions thereof and the remainder of the affected provision **PROVIDED ALWAYS** that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify such of the provisions of this Agreement as may be necessary or desirable in the circumstances.

25 **ENTIRE CONTRACT**

- 25.1 This Agreement contains the entire contract between the parties with respect to the subject matter hereof, and supersede all previous contracts, agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

26 **GOVERNING LAW**

26.1 This Agreement shall be deemed to have been made in Ireland and the construction, validity and performance of this Agreement shall be governed in all respects by the law of Ireland and, subject to Clause 27 below, the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

27 **DISPUTE RESOLUTION**

27.1 Should there be any dispute or difference arising out of or in connection with this Agreement, including the interpretation or fulfilment of any of its provisions, the following mechanism shall apply:

27.1.1 In the first instance, the parties shall submit the dispute, within 20 days of the occurrence of the dispute, to the personnel nominated specifically to participate in the escalation process and identified as such in **Schedule 5** in the order set out therein;

27.1.2 If such disputes cannot be resolved pursuant to the mechanism set out at **Clause 27.1.1** above within a period of ten days, either party may request that the matter is submitted to conciliation/mediation. If any such request is made, the matter will be submitted to conciliation/mediation by a conciliator/mediator to be appointed, in the absence of agreement between the parties within 10 days of the submission to conciliation/mediation, by the President for the time being of the Chartered Institute of Arbitrators (Irish Branch) or, in the event of the President being unable or unwilling to make the appointment, by the next senior Officer of that Society who is so able and willing. The determination of the conciliator/mediator shall be final and binding on both parties unless, within fourteen (14) days following the date of the determination, either party notifies the other in writing that it rejects the determination of the conciliator/mediator. Each party shall bear its own costs in the conciliation/mediation and shall each pay half of the costs of the conciliator/mediator;

27.1.3 In the event that the conciliation/mediation procedure under **Clause 27.1.2** above fails to result in a satisfactory resolution of the dispute within thirty (30) days of the date of the notice to refer to conciliation/mediation (or such other longer period as is agreed between the parties), or if both parties agree to submit the matter directly to arbitration within 10 days of the conclusion of the escalation process under **Clause 27.1.1**, either party may submit the matter to arbitration by a sole arbitrator to be appointed, in the absence of agreement between the parties within 10 days of the submission to arbitration, by the President for the time being of the Chartered Institute of Arbitrators (Irish Branch) (or, in the event of his being unwilling or unable to do so, by the next senior officer of the said institution who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by order of the High Court, or refuses to act, or is incapable of acting or dies) and in such an event this article shall be deemed to be a submission to an arbitration within the meaning of the Arbitration Acts 1954 - 1998 and any amendment or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PRESENT WHEN THE COMMON SEAL OF DUBLIN CITY COUNCIL IS AFFIXED HERETO

SIGNED for and on behalf of
THE CONCESSIONAIRE

in the presence of:

SCHEDULE 1

Specification

Dublin City Council are free to choose any of the specific products and designs proposed for public amenities and advertising products submitted to them in the original tender offer of December 2005.

SCHEDULE 2

Payments

Schedule 2

Dublin City Council Offer November 2006

(15 Year Duration - Revenues, Amenities and Communication System)

Includes the removal of 100x48 Sheet Advertising Hoardings, See details in Note 7

In Euro '000	Year 1 € '000	Year 2 € '000	Year 3 € '000	Year 4 € '000	Year 5 € '000	Year 6 € '000	Year 7 € '000	Year 8 € '000	Year 9 € '000	Year 10 € '000	Year 11 € '000	Year 12 € '000	Year 13 € '000	Year 14 € '000	Year 15 € '000	Total € '000
Projected Net Advertising Revenue (Note 1)	4,495	5,038	5,679	6,260	6,511	6,771	7,042	7,323	7,616	7,921	8,238	8,567	8,910	9,267	9,637	109,277
Growth (%)	-	12.1%	12.7%	10.2%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	

Projected Net Revenue or Minimum Guaranteed Amenities to Dublin City Council (higher of A or B)

A: Projected Dublin City Council Revenue Share Value of Offered Public Amenities	863	967	1,090	1,202	1,250	1,300	1,352	1,406	1,462	1,521	1,582	1,645	1,711	1,779	1,850	20,981
Fixed Dublin City Council % of Projected Net Advertising Revenue	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%	19.2%
Supported by B: Amenities to a minimum cash value of	873	908	944	982	1,021	1,062	1,105	1,149	1,195	1,242	1,292	1,344	1,398	1,454	1,512	17,481

Public Amenities and Services to be provided to Dublin City Council

Wayfinding System (Note 2) - Total value Information and Communication System (Note 3) - Total value	333	339	345	352	359	366	373	381	389	397	405	414	422	431	441	5,748
Tandem (Note 4) - Total value	1,625	1,695	1,770	1,845	1,919	1,996	2,076	2,159	2,245	2,335	2,428	2,526	2,627	2,732	2,840	32,818
Heritage Trail (Note 5) - Total value	1,307	1,280	1,311	1,345	1,378	1,433	1,470	1,506	1,543	1,583	1,412	1,445	1,482	1,518	1,555	21,567
APC (Note 6) - Total value	25	25	25	26	26	26	26	27	27	27	28	28	28	29	29	401
	117	120	122	125	128	130	133	136	139	143	147	150	154	157	161	2,062
Value of Amenities and Services	3,407	3,459	3,573	3,693	3,810	3,951	4,078	4,209	4,343	4,485	4,420	4,563	4,713	4,867	5,026	62,597
% of Projected Net Advertising Revenue	75.8%	68.6%	62.9%	59.0%	58.5%	58.3%	57.9%	57.5%	57.0%	56.6%	53.6%	53.3%	52.9%	52.5%	52.2%	57.2%
Total Value of Projected Net Revenue share plus Amenities and Services	4,280	4,425	4,664	4,895	5,060	5,251	5,430	5,615	5,806	6,006	6,002	6,208	6,424	6,646	6,876	83,589
% of Projected Net Advertising Revenue	95.2%	87.8%	82.1%	78.2%	77.7%	77.6%	77.1%	76.7%	76.2%	75.8%	72.8%	72.5%	72.1%	71.7%	71.4%	76.5%

Schedule 2

Dublin City Council Offer November 2006

(15 Year Duration - Revenues, Amenities and Communication System)

Financial Proposal Notes

Includes the removal of 100x48 Sheet Advertising Hoardings

Note 1 Projected Net Advertising Revenue

The projected net advertising revenue is based on the installation and maintenance of the following advertising displays:

- 70 Metropole scrolling advertising displays
- 50 civic information panels with scrolling advertising displays

Note 2 Wayfinding System

The Wayfinding System is based on the following:

- The cost of developing a Wayfinding System, design, installation and maintenance of the structures
- 100 Wayfinding finger posts
- 20 Wayfinding monolith map panels
- 20 Wayfinding combination map panels

Note 3 Information and Communication System

The information and communication system is based on the following:

- Each proposal has valued this citywide information and communication network at the advertised market rate for the duration of the contract, in addition to the cost of designing, printing and posting each panel up to once per month if required, across the duration of the contract.
- In each year JCDecaux will make 66 display panels available to Dublin City Council as follows:
 - 30 faces on single sided Metropoles
 - 36 faces on civic information panels
- In addition, Dublin City Council branding will be advertised on the hub panels of the 450 bikes and 25 bike stations in the proposed Tandem (Public Bike Rental Scheme) as detailed in Section Six of the original tender document.

Note 4 Tandem (Public Bike Rental Scheme)

The Tandem (Public Bike Rental Scheme) is based on the following:

- The installation of 25 bike stations in the locations indicated in Section Six of the original tender document.
- The provision of 450 bikes around Dublin at the various stations

- JCDecaux will install, maintain, repair and clean each of these stations and bikes in accordance with our maintenance and repair schedule as detailed in Section Eight of the original tender document.

Note 5 Heritage Trail

The Heritage Trail is based on the following:

- 65 heritage plaques outlined in Section Six of the original tender document.
- JCDecaux will install, maintain, repair and clean each of these heritage plaques in accordance with our maintenance and repair schedule in Section Eight of the original tender document.

Note 6 APC

(Automatic Public Convenience)

The provision and maintenance of 4 APC's, in locations identified by Dublin City Council.

Note 7 Removal of 48 sheets

Our 15 year proposal includes the permanent removal of 100 JCDecaux 48 sheet hoardings within the city boundary.

Note 8 Financial Offer

This financial offer is based on the erection of the type and number of advertising units as set out in Schedule 3 of the final contract. If the number or type of advertising units erected differs from that set out in Schedule 3 of the final contract, the financial offer will be adjusted pro rata accordingly.

It will be possible to select alternative locations to those proposed if a particular location is unavailable or refused planning, provided the alternative location is of similar quality, advertising revenue is of the same value and the change is agreeable to JCDecaux.

It is possible to offer some inter-changeability between the listed public amenity services and/or product numbers, provided the overall cost to JCDecaux does not exceed those in each proposal.

SCHEDULE 3

Sites

Dublin City Council have agreed that JCDecaux will apply for planning permission for Civic Information Panels/Advertising Panels on advertising units at the following locations:

Metropole Panel Locations

MDS 03	On pavement adjacent to Kevin Barry Flats, North King St, D.1
MDS 04	On pavement at junction of Bolton St and Capel St, D.1
MDS 05	On pavement outside 37 to 66 Mountain View Court, Summerhill, D.1
MDS 44	On pavement at junction of North Strand Road and Guildford Place, D.1
MDS 45	On pavement opposite Point Depot, East Wall Rd, approaching roundabout, D.1
MDS 46	On pavement outside ex-Aldi site, East Wall Rd, opposite Cahill Printers, D.1
MDS 47	On pavement directly opposite entrance to Innovation Park, East Wall Rd, D.1
MDS 51	On pavement outside Malhauns at junction of Sheriff St Upr and New Wapping St, D.1
MDS 57	On pavement at junction of Gardiner St and Summerhill, D.1
MDS 70	On pavement outside Failte Ireland Amiens St, D.1
MSS 03	On pavement at junction of Parnell St and Ryder's Row, D.1
MSS 32	On pavement at junction of Guild St and Seville Place, D.1
MSS 41	On pavement at junction of Summerhill and Langrishe Place, D.1
MSS 45	On pavement outside Sheridan Court, Dorset St, D.1
MSS 46	On pavement at Zhivago's Corner – Top of Capel St (Bolton St end), D1
MDS 67	On pavement at junction of Pearse St and Macken St, D.2
MDS 80	On pavement outside Enterprise Centre (Virtual Access Ireland), Macken St, D.2
MDS 14	On pavement opposite 39 Ballybough Road, D.3
MDS 19	On pavement adjacent to Tolka Park, Richmond Rd, D.3
MDS 43	On pavement outside 80 North Strand Road, D.3
MDS 68	On grass area – Clontarf Rd at car park/recycling facility beside Dart Station, D.3
MSS 36	On pavement at city side of footbridge – Fairview Park, D.3

MSS 64	On pavement at junction of Sean Moore Rd and Bremen Rd, D.4
MDS 65	On grass area at Sean Moore Rd after roundabout on Toll Bridge Rd, D.4
MDS 66	On grass area at Sean Moore Rd, (Irishtown end), D.4
MDS 78	On grass area at Sean Moore Rd before roundabout on Toll Bridge Rd, D.4
MDS 23	On pavement adjacent to Bewleys on N32 Clare Hall to M50 Link Rd, D.5
MDS 73	On pavement N-32 at Woodview Hse, D.5
MDS 74	On pavement N-32 towards roundabout at Clonshaugh Rd, D.5
MDS 81	On pavement near St. Michael's Hse, N32, roadside heading towards Airport, D.5
MSS 12	On grass area, left hand side inbound carriageway after Blunden Drive Roundabout, Malahide Road, D.5
MSS 13	On green area at entrance to Newtown Industrial Estate (Woodies), Malahide Rd, D.5
MSS 29	On grass verge outside Power City, Malahide Road, D.5
MSS 37	On grass area, Malahide Road after Church and before bus stop outbound, D.5
MSS 38	Adjacent to grass area, Malahide Road outside 44 St. Brendan's Avenue, D.5
MSS 39	On pavement at Malahide Road at junction of Grange Rd/N32, D.5
MSS 40	On pavement outside AKZO Nobel, Malahide Rd, D.5
MDS 48	Adjacent to overflow car park, Navan Road Garda Station, close to junction of Nephin Rd, D.7
MDS 71	On pavement opposite 249 Navan Rd, D.7
MDS 26	On pavement opposite 113 Cork St, D.8
MDS 27	On pavement outside Ovenden Hse, Dean St, D.8
MDS 33	On island at entrance to Goldenbridge Industrial Estate, Tyrconnell Rd, D8
MDS 49	On pavement at junction of Marrowbone Lane and Summer St Sth, D.8
MSS 35	On pavement at junction of Cork St Relief Route and The Coombe, D.8
MDS 34	On pavement opposite junction with Griffith Downs, Swords Rd, D.9
MDS 35	On pavement opposite Highfield Hospital, Swords Rd, D.9
MDS 36	On pavement adjacent to Whitehall Church Car Park, Swords Rd, D9
MDS 37	On pavement adjacent to green area, Ballymun Rd after Balbutcher Lane, D.9
MDS 38	On pavement at junction of Finglas Rd and Tower View Cottages, D.9

MSS 16	On pavement outside 24 Drumcondra Rd Lr, D.9
MSS 18	On pavement outside Stormanstown Hse, Ballymun Road, D.9
MSS 19	On grass area outside Library, Ballymun Rd, D.9
MSS 42	On grass area – Ballymun Rd at junction St Pappins Rd, D.9
MDS 53	On pavement outside Karls Furniture, Kylemore Rd at junction of Kylemore Park Sth, D.10
MDS 54	On pavement outside Costello Doors, Kylemore Road, opposite entrance to Westlink Ind Estate, D.10
MDS 55	On pavement outside Royal Oak Pub, Finglas Road, close to Ballyboggan Road, Dublin 11.
MSS 20	On pavement at junction of Finglas Road and Old Finglas Rd, D.11
MSS 21	On pavement opposite Noyeks, North Rd, Finglas, D.11
MSS 22	On pavement at junction Joe Duffy Motors and Creative Cane, North Rd, Finglas, D.11
MSS 33	On grass verge outside Lidl, close to corner of St Margarets Road, North Road Finglas, D.11
MSS 44	Finglas Road at car park beside village on left inbound lane of dual carriageway, D.11
MDS 40	On grass area at junction of Crumlin Village and Drimnagh Rd, D.12
MDS 41	On pavement opposite Crumlin Shopping Centre, Crumlin Rd, D.12
MDS 42	On pavement outside 118 Naas Road, D.12
MSS 24	On pavement outside Citroen Cars, Naas Rd, D.12
MSS 25	On pavement outside Nissan Ireland, Naas Road, D.12
MSS 26	On pavement outside Finches Industrial Park, Long Mile Road, D.12
MSS 27	On pavement outside 109 Long Mile Road, Dublin 12
MSS 28	On grass area between 24 to 34 Naas Road, Dublin 12
MSS 47	On pavement –Church St Upper before junction of Linenhall Terrace, Dublin 7
Total:	70

Civic Information Panel Locations

CIP02	On pavement outside 74 to 77 Capel Street, Dublin 1
CIP05	On pavement at entrance to ILAC Centre, Mary St, D.1
CIP08	On pavement outside 34 Liffey Street Upper (outdoor activities), D.1
CIP09	On pavement at entrance to 54 to 62 Henry Street (Roches Stores), D.1
CIP12	On pavement at junction of Henry Street and Moore Street, D.1
CIP19	On pavement between Independent House entrance and boundary with Penney's, Middle Abbey Street, Dublin 1
CIP20	On pavement outside 102 to 104 Middle Abbey St (Arnotts), Dublin1
CIP21	On pavement outside Peacock Theatre, Lr. Abbey St, Dublin 1
CIP24	On pavement outside O'Brien's Sandwich Bar, Mayor Street Lower, D1
CIP25	On pavement outside Excise Bar, Mayor St Lr, D1
CIP71	On pavement between McDonalds and Lynam's Hotel, O'Connell St Upr, Dublin 1
CIP76	On median opposite Penney's, Parnell St, D1
CIP77	On median opposite Internet Talk, adjacent to 178 Parnell St.
CIP78	On median at junction with Moore St, Parnell St, D.1
CIP79	On pavement outside Arnotts at Probys Lane, Liffey St, D1
CIP82	On pavement between Schuh and Supermacs, O'Connell St Lr, D1 (outbound)
CIP83	On pavement between Quinn Direct and Global Internet Café, O'Connell St Lr, D.1 (inbound)
CIP90	On pavement at junction of Dorset St and Synnott Place, D.1
CIP102	On pavement adjacent to Clarion Hotel, Excise Walk, D1 (outbound)
CIP104	On pavement outside Irish Life Mall Beresford Place, Lr. Abbey St, adjacent to substation, Dublin 1
CIP106	On pavement outside First Remit, adjacent 15a O'Connell St, D1
CIP107	On pavement outside Toddy's Bar, O'Connell St Upr, D.1
CIP108	On pavement outside old Dr. Quirkey's building adjacent to Londis Shop, O'Connell St Upper, Dublin 1

CIP120	On median at junction of Beresford Place and Amiens St, D.1
CIP27	On pavement outside 1 to 4 Camden St Lr (Spar), Dublin 2
CIP28	On pavement outside 1 Harcourt Hall, Camden St Lr, D. 2
CIP32	On pavement at junction of Camden Street.
CIP37	On pavement at junction of Cuffe St and Montague Crt, D.2
CIP38	On pavement at junction of Aungier St and Peter Row, D.2
CIP40	On pavement outside Swan Bar, York St, D2
CIP44	On median at junction of William St Sth and Stephen St Lr, D.2
CIP50	On pavement at junction of South King St and Clarendon Row, D2
CIP51	On pavement at Grafton St, end of South King St, D.2
CIP52	On pavement at junction of Mercer St Upr and Digges St, D.2
CIP53	On pavement opposite Mercer Hotel, Mercer St Upr, D.2
CIP54	On pavement outside Beaux Lane Hse, Mercer St Lr, D.2
CIP55	On pavement at junction of Suffolk St and Andrew St (Tourist Centre), D.2
CIP60	On pavement outside 39 Grafton St (Burger King) D.2
CIP74	Outside Bank of Ireland branch, 1 to 3 Westmoreland St, D.2
CIP110	On median opposite 1 Harcourt Hall, D.2
CIP62	On pavement at junction of Rathmines Rd Lr and Williams Park, D.6
CIP64	On pavement at junction of Blackberry Lane and Rathmines Road Lower, D.6
CIP65	On pavement outside 72 Rathmines Rd Lr (New Empire), D.6
CIP68	On pavement outside Unit 1 (McDonalds) Swan Centre, Rathmines Rd Lr, D.6
CIP101	On pavement outside 302 Rathmines Rd Lr (Boots Pharmacy), D.6
CIP85	On pavement outside Fresh directly opposite Park Inn, Smithfield, D.7
CIP86	On pavement between Comfort Inn and Supermarket, Smithfield, D7
CIP87	On pavement at top of Smithfield opposite the Cobblestone Inn, North King St, D.7
CIP105	Queen St at the junction of North King St, Dublin 7
CIP112	On pavement at junction of Greek St and Chancery St, D7
Total:	50

SCHEDULE 4

Maintenance Schedule

Maintenance Schedule

Cleaning Schedule

	Structural Survey	Electrical Safety	Electrical Checks	Lighting	Motor Mechanics Testing	Repainting	Poster Change	External Cleaning	Internal Cleaning of Parts
Civic Information Panel	Quarterly	Annual	Monthly	Weekly	Monthly	As Required	Fortnightly	Weekly	Monthly
Metropole	Quarterly	Annual	Monthly	Weekly	Monthly	As required	Fortnightly	Weekly	Monthly
Dublin Wayfinding Scheme	Quarterly	Annual	Monthly	Weekly	Monthly	As required	Fortnightly	Weekly	Monthly
Tandem	Quarterly	Annual	Monthly	Weekly	Monthly	As required	Fortnightly	Weekly	Monthly
Heritage	Quarterly	N/A	N/A	N/A	N/A	As required	N/A	Weekly	N/A
Automatic Public Convenience	Quarterly	Annual	Monthly	Weekly	Continuous	As required	Fortnightly	Daily	Continuous

SCHEDULE 5

Escalation Procedure

In the event of a dispute in relation to the interpretation or fulfilment of any of the provisions of this Agreement, the parties shall, in accordance with Clause 26.1.1, submit the dispute to the following personnel in the order set out below:

1.

Executive Manager	The Managing Director
Planning Department	JCDecaux Ireland Ltd
Dublin City Council	6 Sandyford Park
Civic Offices Wood Quay	Burton Hall Road
Dublin 8	Leopardstown
	Dublin 18

and

2.

Law Agent	Matheson Ormsby Prentice Solicitors
Dublin City Council	
Civic Offices Wood Quay	
Dublin 8	