

**Planning & Property Development Department
Property Management Section**

**To: The Chairman and Members of
South East Area Committee**

**With reference to the proposed grant of a licence of part of the lands adjoining
Clonskeagh House, Clonskeagh, Dublin 14.**

Dublin City Council is the owner of lands adjoining the Clonskeagh House Public House, Clonskeagh, Dublin 14. Previously the car park and "Verandah Area" was let under licence and lease respectively by Dublin City Council to the owners of the Clonskeagh House, but both agreements were terminated due to non payment of rent and the business was subsequently placed in receivership.

The Clonskeagh House was subsequently placed on the market and acquired by New Generation Homes Limited who have reopened the premises for business and have applied to Dublin City Council for use of the "Verandah Area" in connection with their business.

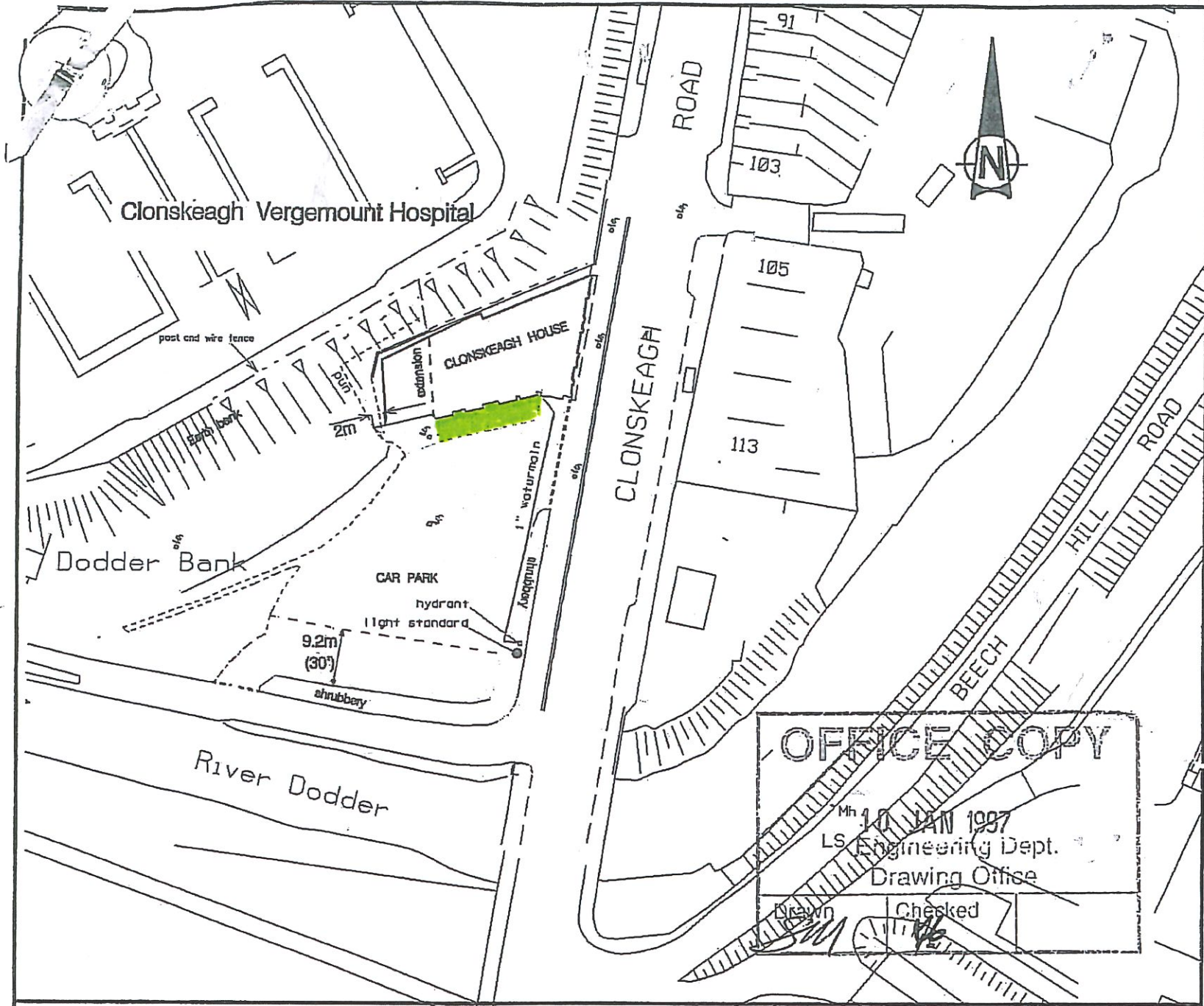
Accordingly it is proposed to grant a licence of part of the council owned lands adjoining the Clonskeagh House Public House which said lands are more particularly known as the "Verandah Area" to New Generation Homes Limited subject to the following terms and conditions:

1. That the council shall grant the proposed licensee a licence of the area shown green on the map annexed hereto for identification purposes. The council's Survey & Mapping Division shall be required to prepare a formal map prior to execution of legal documents.
2. That the annual licence fee payable shall be €7,500 (seven thousand five hundred euro), exclusive of all outgoings, payable monthly in advance by electronic transfer.
3. That the period of the licence shall be three years from a date to be agreed.
4. That the proposed licensee shall sign a deed of renunciation prior to the signing of the licence.
5. That the licence shall be personal to the proposed licensee and shall not be capable of assignment, sublease or alienation.
6. That the permitted use of the licensed area is as a "Verandah Area" for use in conjunction with the business of the Clonskeagh Public House. That the proposed licensee shall ensure that the licensed area shall be used in a quiet and peaceful manner and shall not cause nuisance or disturbance to the neighbouring / adjoining occupiers.
7. That the proposed licensee shall not erect any permanent structure or buildings on this area. They may be permitted to erect a temporary retractable awning, details to be agreed with Dublin City Council. This awning if erected, shall be removed by the proposed licensee at the end of the licence agreement.
8. That the proposed licensee shall during the term of the licence, maintain and keep the licensed area in good repair and condition and in a clean and tidy manner. The council shall have the right to inspect the licensed area and take a schedule of repair

and condition and the proposed licensee shall carry out any repairs or works within a three month period. Should the works not be carried out and should the licensed area not be kept clean and tidy, the council shall have the right to terminate the agreement.

9. The proposed licensee will be responsible for complying with all statutory requirements including planning and publican licensing laws.
10. That the proposed licensee shall indemnify the licensor against any and all claims arising from its use of the area. The proposed licensee shall be obliged to take out and produce Public Liability Insurance in the sum of €6.5M and Employer Liability Insurance in the sum of €13M for any one incident.
11. That the proposed licensee shall pay any taxes or charges including rates arising from the creation of the licence.
12. That the licence shall be subject to any other terms and conditions deemed appropriate by the council's Law Agent for agreements of this type.

Mr. Paul Clegg
Executive Manager



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Mh 10 JAN 1997
LS Engineering Dept.
Drawing Office

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