



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

Development Department
Civic Offices

**The Chairman and Members of
North West Area Committee**

Meeting: 17th October 2017

Item No: 25

With reference to the proposed grant of licence for use as a car park of land at New St.Margaret's Road, Ballymun, Dublin 11.

A licence was granted to IKEA Ireland Limited for the use of land adjacent to IKEA at New St.Margaret's Road, Ballymun as a temporary car park. The licence expired on 13th May 2016 and terms and conditions have now been agreed in relation to the granting of a further licence. The area to be licensed is shown outlined in red and coloured pink on Map Index No SM-2017-0602, a copy of which is submitted with this report.

It is therefore proposed to grant a licence of this site to IKEA Ireland Limited subject to the following terms and conditions:

1. That the licensed property comprises a car park located adjacent to IKEA, on New St. Margaret's Road in Ballymun, which is shown outlined in red and coloured pink on Map Index No SM-2017-0602.
2. That the licence shall be a 2 year licence agreement commencing on 14th May 2016.
3. That the licensed property shall be used solely for parking by IKEA customers, at weekends (Saturday & Sunday) and Bank Holidays only; and only during the Licensee's store opening times.
4. That the licence fee shall be €660 (six hundred & sixty euro) plus VAT, per month; payable in advance on the first day of each month by standing order or electronic funds transfer.
5. That the licensee shall be responsible for all outgoings associated with its use of the licensed property including taxes, rates, utilities and waste disposal.
6. That either party is entitled to terminate the licence at any time upon giving one calendar months prior written notice.

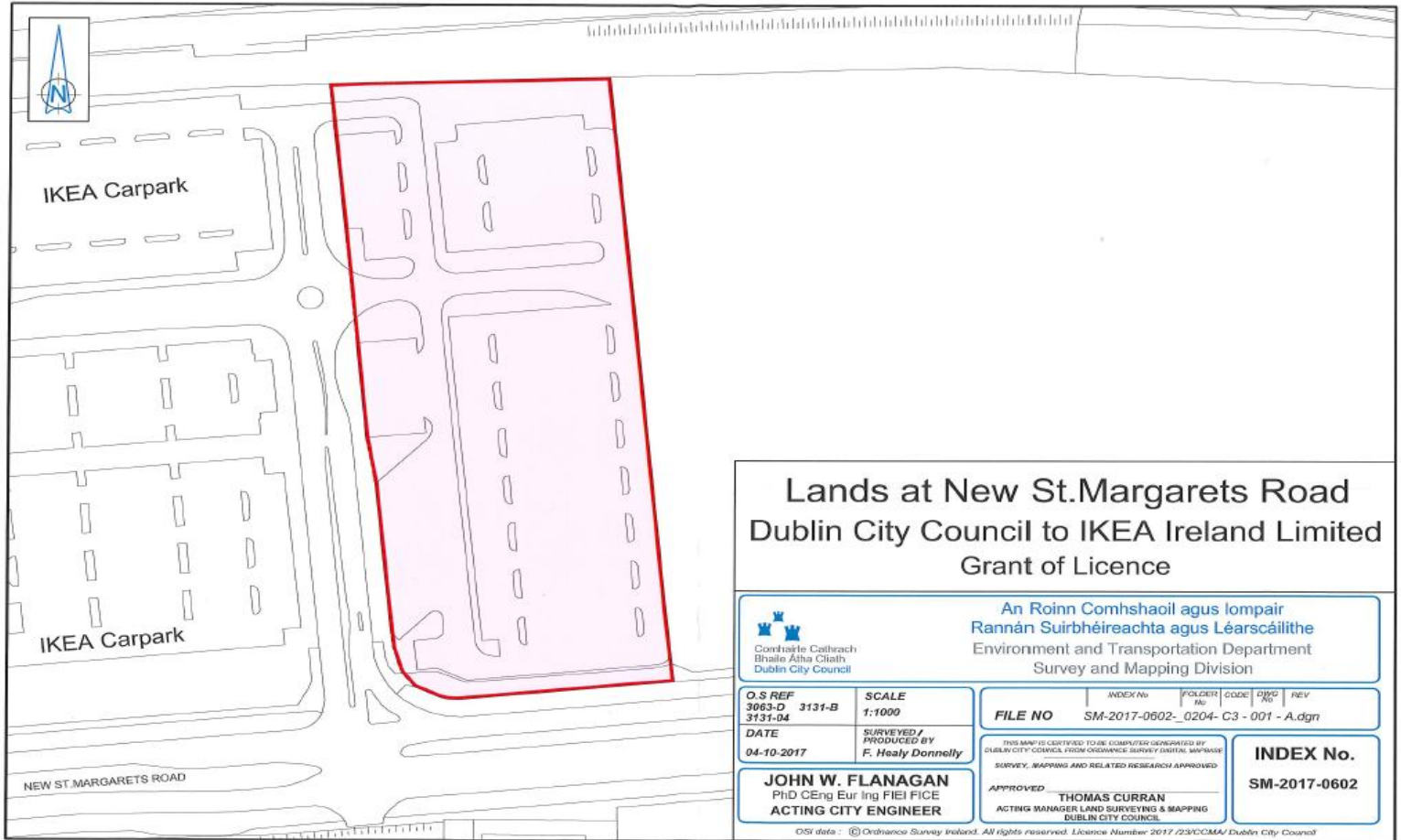
7. That the licensee shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
8. That the licensee shall not assign, sublet or part with possession of the property or any part thereof.
9. That the licensee shall repair and maintain the property including, inter alia, all fences and lighting, in good and substantial repair and condition and to the same standard as the car park of the Licensee's store.
10. That the licensee shall repair any damage caused to the property as a result of, and during its use of the property.
11. That the licensee shall keep and yield up the property clean, tidy and free of litter.
12. That the licensee shall be responsible for all security matters during its permitted times of use.
13. That the licensee shall not carry out any structural alterations to the property.
14. That the Council and its nominees shall have access to, and use of the property, at all times on Mondays through to Fridays, excluding Bank Holidays. After such use the Council shall leave the property clean and tidy.
15. That the licence agreement shall contain covenants and conditions as normally contained in agreements of this type.
16. That each party shall be responsible for their own fees and costs incurred in this matter.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.


The licence shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

No agreement enforceable at law is created or is intended to be created until exchange of contracts has taken place.

Paul Clegg
Executive Manager



**Lands at New St.Margarets Road
Dublin City Council to IKEA Ireland Limited
Grant of Licence**


An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
 Environment and Transportation Department
 Survey and Mapping Division

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