



**With reference to the proposed grant of licence of a ground floor unit at No 2
Longdale Terrace Ballymun Dublin 9.**

By way of Licence Agreement dated 16th November 2011 the use of a ground floor unit at No. 2 Longdale Terrace, Ballymun, Dublin 9 was granted by Ballymun Regeneration Limited to Bernie and Sharon's Playschool for a period of 11 months from 16th November 2011 subject to a licence fee of €70 (seventy euro).

The licence has been renewed on an annual basis and the most recent licence expired on 15th July 2017. The current passing rent is €273 (two hundred and seventy three euro per month). The Area Manager is satisfied that the terms and conditions of the licence have been adhered to and is agreeable to now granting a further licence for a longer 3-year term.

The Chief Valuer has agreed terms and conditions for the granting of a licence for a term of 3 years in respect of the area to be licensed shown outlined in red on Map Index No.SM-2017-0166-001, a copy of which is submitted with this report.

It is therefore proposed to grant a 3-year licence to Bernie Hopkins and Sharon Cummins trading as (Bernie and Sharon's Playschool) subject to the following Terms and Conditions agreed with the licensee:

1. That the licensed premises is known as No.2 Longdale Terrace, Ballymun, Dublin 9 and is shown outlined in red on the attached map Index No. SM-2017-0166-001 and comprises the ground floor only together with the front and rear gardens.
2. That the licence shall be for a period of 3 years commencing on 15th July 2017 and terminating on 14th July 2020.
3. That the licensed unit shall be used as a childcare facility only and that the permitted business hours shall be between 8.00am - 2.30pm Monday to Friday.
4. That the passing licence fee of €273 (two hundred and seventy three euro) per month shall continue to apply. A commercial licence fee of €1,000 (one thousand euro) per month, shall be payable if the licensed premises are used for any other purpose.
5. That the licence fee shall be payable monthly in advance.
6. That the Licensee shall be responsible for all outgoings associated with its use of the licensed property including inter alia rates, taxes, service charges, utilities and all other charges.
7. That the Licensee shall keep the premises in good condition and repair during the term of the licence including the repair of glass on windows. Repair shall be carried out in consultation with the Council. That the Licensee shall inform the Council immediately if any structural damage occurs.

8. That the rear and front garden areas shall be kept clean and maintained during the term of the licence.
9. That the Licensee shall indemnify Dublin City Council against any and all claims arising from its use of the property. The applicant shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
10. That the Licensee shall ensure that its use and occupation of the licensed area complies with all statutory consents.
11. That the Licensee shall not assign or sublet the premises.
12. That the Licensee shall not carry out any structural alterations.
13. That the Licensee shall not erect any sign or advertisement on the premises.
14. That the licence can be terminated by either party giving one months prior written notice.
15. That the Licensee shall sign a Deed of Renunciation, renouncing any rights under Landlord and Tenant legislation.
16. That upon expiry of the licence, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
17. That each party shall be responsible for their own fees and costs in this matter.

The property to be licenced, was acquired by Dublin City Council by agreement from Johanna Lightfoot in 1967.

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

The disposal 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 intended to be created until an exchange of contracts has taken place.

This proposal was approved by the North West Area Committee at its meeting on 16th January 2018.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Resolution to be adopted

“That Dublin City Council notes the contents of this report and assents to the proposal outlined therein”.

Dated this 23rd day of January 2018.

Paul Clegg
Executive Manager

