

Development Department,  
Civic Offices.

10<sup>th</sup> October 2018

**To the Chairperson and Members of  
The Central Area Committee**

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**With reference to the proposed grant of a further licence of land at Newcomen Court,  
Dublin 3 to Larkin Unemployed Centre CLG for use as a Community Garden.**

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By way of Licence Agreement Dated 12<sup>th</sup> August 2010 a plot of land at Newcomen Court, Dublin 3 which said land is more particularly delineated on Map Index No. SM2013-0381 was let by Dublin City Council to the Larkin Unemployed Centre CLG for use as a community garden for a term of 11 months and subject to a licence fee of €100.

A further 6 Licence Agreements were granted with the most recent expiring on 16<sup>th</sup> December 2017 and the licensee is currently over holding under same. The Central Area Manager has no objection to the renewal of a further Licence.

Accordingly it is proposed to grant a further licence of a plot of land at Newcomen Court, Dublin 3 to Larkin Unemployed Centre CLG subject to the following terms and conditions:

1. That the licensed area is a strip of land as shown outlined in red on attached map Index No. SM-2013-0381.
2. That the licence shall be for a period commencing the 17<sup>th</sup> December 2017 to 31<sup>st</sup> December 2019.
3. That the licence fee shall be €200.
4. That the licensee will be required to sign a deed of renunciation.
5. That the licence can be terminated by either party on giving the other one month notice in writing.
6. That nothing in this agreement shall be construed as granting any estate, interest or title whatsoever in the licensed area to the licensee save to the extent necessary to enable the provisions of this agreement to be fulfilled.
7. That any use or act on or around the plot that causes any disturbance, nuisance, danger or source of annoyance to the licensor, occupiers of neighbouring premises or the public at large shall not be permitted.
8. That the licensee shall not sub-licence or assign the licensed area to any other party.

9. That all outgoings, including insurance, electricity and the repairs and maintenance of the licensed area shall be the sole responsibility of the licensee.
10. That the premises shall be used solely for non-profit making community purposes and in the event of the property ceasing to be used by the licensee for such purpose on a regular basis, the property shall revert free of charge to Dublin City Council.
11. That on termination of the licence, the licensee at its own expense shall remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
12. That the plot shall be secure and the entrance gate locked when not in use.
13. That the Licensee will be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceeding, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
14. That the licensee shall be responsible for any repairs and decoration necessary to make the premises safe and suitable for the activities carried out therein.
15. That the licensee shall not carry out any alterations without the prior written consent of Dublin City Council.
16. That the licence will be subject to any other terms and conditions deemed appropriate by the City Council's Law Agent.
17. That the each party shall be responsible for their own legal costs in this matter.

P.Clegg  
**Executive Manager**