

10/06/2019

To the Chairperson and Members of
The North Central Area Committee

Meeting: 17th June 2019

Item No:

With reference to granting a licence to the Department of Education and Skills for the development of two temporary schools at Belmayne, Dublin 13.

The Department of Education and Skills requested that Dublin City Council provide a site at Belmayne Dublin 13 for the development of a temporary primary and post-primary school. The site comprises an area of circa 21,889 square meters and is shown delineated in red on Map Index No. SM-2019-0176.

Heads of Terms were agreed between Dublin City Council and The Department of Education and Skills for the disposal of the site based on an indicative map, subject to the necessary approvals and consents.

Subsequent to reaching agreement, it transpired that the Council does not have title to a strip of land located immediately adjacent to the Main Street which was included in the indicative map and through which future permanent access to the schools would be envisaged.

It will be necessary for the Council to regularise title of the strip of land at this location and in the interim, it is proposed that Dublin City Council will grant to the Department of Education and Skills (the Licensee) a licence for the development of temporary schools, subject to the following terms and conditions:

1. That the licence shall be subject to the Licensee obtaining the necessary planning permission, as applied for under planning ref 3009/19, for the proposed use and placement of temporary structures on the site and ancillary works related thereon. If granted, all conditions of said permission are applicable to the licence agreement.
2. That the licenced area is as shown outlined in red and coloured pink on attached map SM-2019-0176 and comprises an area of 21,889 square meters or thereabouts.
3. That the licence will be for a period of 2 years, commencing on a date to be agreed between both parties.
4. That, if required, the Council shall grant a Building Licence to the Licensees appointed contractor to carry out necessary site clearance and enabling works, in advance of the licence at No.3 commencing, subject to the following terms and conditions:

- a) That no works shall commence on site until the Building Licence agreement has been executed.
 - b) That the Licensee will be required to adequately secure the works area during the works and the carrying out of subsequent agreed works.
 - c) That all costs, site investigation/preparation development and associated costs, taxes and stamp duty incurred shall be borne by the Licensee.
 - d) That the Licensee shall indemnify Dublin City Council against any claim for compensation which might/may be made by any party arising out of building works being carried out on the site, or any working areas or any access points thereto.
 - e) That the Licensee shall take out and produce Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million, seven hundred thousand euro) for any incident with a recognised Insurance Company with offices in the State.
 - f) That the Licensee shall ensure the highest levels of Health and Safety during the course of the works.
 - g) That the Licensee shall not at any time do, cause or permit any public or private nuisance upon the lands or cause any unnecessary disturbance to the occupiers of adjoining lands.
 - h) That the Licensee is personal in nature and shall not be transferred, assigned or otherwise disposed of.
 - i) That the Building Licence permits the Licensee to carry out the required works but does not convey any legal interest.
 - j) That the Building Licence Agreement shall contain covenants and conditions as normally contained in Building Licence Agreements and shall not be transferable.
5. That the licence shall be subject to a consideration of **€20,000 (twenty thousand euro)** plus VAT, per month, exclusive of all outgoings.
 6. That the licenced area and the temporary structures located thereon shall be used solely for educational use.
 7. That the Licensee shall be responsible for fully insuring the licensed area and shall indemnify Dublin City Council against any and all claims arising from its use of the premises.
 8. That the Licensee shall be responsible for all outgoings including rates, taxes, charges, fees, electricity bills and refuse charges that may become payable on the premises during the period of the licence
 9. That the Licensee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject premises.

10. That the licenced area and the temporary structures thereon shall be maintained to a very high standard and shall seek to avoid or cause any nuisance, noise or disturbance to adjoining residential developments.
11. That at expiration or sooner determination of the licence the Licensee shall return the site to the Council in a clean and tidy state and cleared of any structures or other items. In the event of a disposal of the site to the Licensee this term is null and void.
12. That the Licensee shall ensure that the subject site is adequately secured.
13. That the licence agreement shall be terminated by either party with three months' notice or immediately if the freehold interest in the subject site is disposed to the Licensee.
14. That both parties shall be responsible for their own fees.
15. That the above proposal is subject to the necessary consents and approvals being obtained.
16. That the Law Agent for the Council shall draft the necessary legal agreements and shall include any terms and conditions appropriate in an agreement of this nature.

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

Executive Manager

Date