

30th October 2020

**To: The Chairman and Members of
Central Area Committee**

Meeting: 10th November 2020

Item No.

With reference to the proposed grant of a further licence of a community garden at De Courcey Square, Glasnevin, Dublin 9.

By way of Agreement dated 15th November 2012 Dublin City Council let under licence a plot of land at De Courcey Square, Glasnevin, Dublin 9 which said plot is more particularly shown outlined red and coloured pink on Map Index No. SM2010-0166 to the Trustees of The De Courcey Square Allotments Association for use as a community garden / allotments facility for a term of 4 years from 5th November 2012 and subject to a licence fee of €130 per annum.

A further 4-year licence was granted from 5th November 2016 which is due to expire on 4th November 2020 and the Area Office has confirmed it has no objection to a further licence being granted. Accordingly, it is now proposed to grant a further licence to the Trustees of the De Courcey Square Allotments Association, subject to the following terms and conditions:

1. The licence shall be for a period of four years from 5th November 2020.
2. The land which is more particularly shown outlined red and coloured pink on Map Index No. SM2010-0166 shall be used solely as a community gardening and allotment facility.
3. The licence fee shall be €130.00 per annum payable annually in advance.
4. The Trustees of The De Courcey Square Allotments Association shall manage the allocation of individual allotments and collection of allotment / gardening fees.
5. That the licensee shall indemnify the City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with the use and occupation of the said premises by means of an insurance policy in the sum of €6.5 million of Public Liability and €13 million of Employers Liability (if applicable) against any claim by any person, employee or invitee of theirs.
6. The licence shall be personal to the licensee and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.

7. The licensee will be responsible for the maintenance and upkeep of the property except for the surrounding railings which shall be maintained by the City Council.
8. Walkways, paths and seating areas shall be kept clear and unobstructed.
9. The licensee shall adhere to the Council's Waste Management Plan for the area.
10. The licensee will be responsible for ensuring that the gates to the property are secured appropriately.
11. The licensee must comply with the manufacturer's recommendations in the use of any chemical herbicide or pesticide and take all necessary safety precautions to ensure that the gardeners, Council staff and members of the public are not exposed to the effects of chemicals used.
12. The licensee shall comply with Health and Safety laws and exercise a "Duty of Care" towards themselves and the general public.
13. Any outgoings which may be charged on the land, such as rates, taxes etc. shall be the responsibility of the licensee.
14. The licensee shall not erect any buildings or structures whatsoever on the land.
15. The licensee shall not erect any notice or advertisement, other than plot numbers, on the land or boundary treatments.
16. The licensee shall not grow any plants, weeds or otherwise prohibited by Irish and European laws. Trees of any description shall not be planted on the land (other than domestic fruit bushes) without first obtaining the written consent of the Council.
17. Each party shall be responsible for its own legal costs in this matter.
18. The licensee will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.
19. Should the property cease to be used for community gardening / allotment purposes it will revert free of charge to Dublin City Council.

Helen McNamara
Senior Executive Officer