

6<sup>th</sup> September 2022

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

Meeting: 19<sup>th</sup> September 2022

Item No.

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**With reference to the proposed grant of a further Licence of the Clontarf Road Car Park, Dublin 3 to C oras Iompair  ireann and Iarnr od  ireann**

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Under Indenture of Lease dated 13<sup>th</sup> May 2010, The Clontarf Road Car Park, Dublin 3, as shown coloured in pink on Map Index SM-2021-0734 was demised by Dublin City Council to Coras Iompair  ireann and Iarnr od  ireann for a term of 20 years from 26<sup>th</sup> April 2000

The Lease expired on the 25<sup>th</sup> April 2020 and the Licensee has requested a new licence.

Accordingly it now proposed to grant a further licence to C oras Iompair  ireann and Iarnr od  ireann of the Clontarf Road Car Park, Dublin 3, subject to approval of the following terms and conditions:

1. That the subject property, an overflow short term parking area, is shown outlined in red on the attached map SM-2021-0734.
2. That a right of way is shown coloured in yellow on the attached map. The licensee shall maintain the plot and allow the Council and its nominees to use/access the area at any time.
3. That the licensee holds a license from Dublin City Council for a term of 20 years from 26<sup>th</sup> April 2000, which is now expired.
4. That a new licence shall be for a term of 20 (twenty) years commencing from 26<sup>th</sup> April 2020.
5. That the licensee shall pay the licensor 10% of all income derived from the 30 car parking spaces (net of running costs), backdated from 26<sup>th</sup> April 2020.
6. That the licensee shall provide a Certified Declaration of Income for the car park at the end of each financial year to the Council's Property Management Department.
7. That the subject area shall be used by the licensee solely for the purposes of vehicle parking.
8. That the licensee shall be responsible for the payment of all outgoings including rates, charges, fees, bills, etc. that may become due on the licenced area during the period of the licence.
9. That the licensee shall be responsible for keeping the entire property (land, and boundaries) in good repair and shall carry out all necessary maintenance/repairs to the Council's written satisfaction.
10. That the licensee shall keep the subject property area free from soil contamination.
11. That the subject property shall not be used for any loan or mortgage purposes.
12. That the licensee shall not sell, assign, sublet, sub-divide, alienate or part with the possession of the property.
13. That the licensee shall not carry out any development of the licenced area or erect any signage, structure or mast without prior consent of Dublin City Council.

14. That the licensee shall at all times ensure the licenced area is not used in such a way to be a nuisance to the public or adjacent occupiers.
15. That the licensee shall ensure that it's use and occupation of the property shall at all times comply with all necessary statutory requirements.
16. That the licensee shall ensure that the subject property is adequately secured and kept clean at all times.
17. That the licensee shall indemnify the Council against all claims as a result of their use and occupation of the demised property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million).
18. That the licensee shall sign a Deed of Renunciation.
19. That the licensee shall contain such other terms and conditions as contained in licenses of this type and as are deemed appropriate by the Law Agent.
20. That each party shall be responsible for their own legal fees in this matter.
21. That this proposal is subject to the necessary consents and approvals being obtained.
22. That no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

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**Máire Igoe**  
**Acting Executive Manager**

**Date 9<sup>th</sup> September, 2022.**