

27th September 2022

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

Meeting: Tuesday 11th October 2022

Item No.

With reference to the proposed grant of a licence of a premises in Mountjoy Square Park, Dublin 1, to St. Brigid's Day Nursery Limited.

By way of Licence dated 21st July 2011 a premises in Mountjoy Square Park, Dublin 1 which is more particularly shown on Map Index No.SM2010-0419 was let by Dublin City Council to St. Brigid's Day Nursery Limited for a period of 4 years and 9 months from 1st January 2011 subject to a licence fee of €1.00 (if demanded) for the provision of community childcare activities.

The latest licence expired on 30th June 2020 and it is proposed to grant a further licence to St. Brigid's Day Nursery Limited subject to the following terms and conditions.

1. That the Licence area is outlined in red on the attached map (Index No. SM-2010-0419).
2. That the Licence shall be for a period of 4 years and 9 months commencing on 1st July 2020.
3. That the Licensee shall sign a Deed of Renunciation.
4. That the Licence fee for 2020 shall be €30,000 per annum abated to €1 if demanded. The Licence fee for the remainder of the licence period shall be €30,000 per annum abated to €200 per annum.
5. That the Licence area will be used solely for the provision of community childcare activities only and not for any other purpose. If the property is found to have been used for any other purpose the Licence will be terminated or the commercial rent will apply.
6. That the Licensee shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Licensee shall take out and produce Public Liability Insurance in the sum of €6,500,000 and Employer Liability Insurance in the sum of €13,000,000 for any incident with a recognised Insurance Company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property. These figures are to be revised as considered necessary by the Council. Proof of insurances is to be submitted to the Council annually.
7. The licensee shall be responsible for the internal repair and decoration as is necessary to keep the internal parts of the premises in good condition during the term of the licence. The licensee shall not make any material alterations to the internal parts of the premises without the prior consent of the Council. The licensee shall ensure at all times that the premises are kept in a manner and condition which make it safe for the activities to be carried out therein.
8. The Licensee shall not assign, sublet or otherwise part with any part of the licensed area.
9. That the Licence is subject to any other terms deemed appropriate by the Council's Law Agent.
10. That each party shall be responsible for their own legal costs in relation to this transaction.

Máire Igoe
A/Executive Manager