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**With reference to the proposed grant of a licence of the premises at No. 5  
Cardiffsbridge Road, Finglas, Dublin 11 .**

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By way of Agreement dated 25<sup>th</sup> November 2010 the premises at No. 5 Cardiffsbridge Road, Finglas, Dublin 11 was let by Dublin City Council to The Fingal Centre Limited for a term of 5 years from 9<sup>th</sup> September 2010 subject to the payment of a licence fee of €1,000 per month and for use as a community facility. Following a severe reduction in their funding the Board of The Fingal Centre Limited sought a reduction in this fee and following an examination of the matter including an examination of their financial accounts it was decided to abate this fee to €500 per month from 8<sup>th</sup> March 2013.

The current Licence expired on the 8<sup>th</sup> September 2015 and it is proposed to grant a further licence under their new name i.e. Fingal ICTU Centre for the Unemployed Limited subject to the following terms and conditions:

1. That the premises which is more particularly delineated on Map Index No. PD2007-0235 shall be used solely as a community facility.
2. That the proposed licence shall be for five years commencing on the 9<sup>th</sup> September 2015.
3. That the licence fee shall be the open market rent of €20,500 per annum. However so long as the premises shall be used as a community facility the Council shall abate the licence fee to €6,000 per annum. That this abated fee shall be subject to review at the end of the 2<sup>nd</sup> year by Dublin City Council, and Fingal ICTU Centre for the Unemployed Limited shall be obliged to submit Certified Annual accounts to Dublin City Council in this regard.
4. That access to the toilets at No. 6 Cardiffsbridge Road for use by the local market users on Sundays shall be retained.
5. That the licence can be terminated by either party on giving the other one months notice in writing.
6. That the licensee shall be responsible for all rates, taxes and other outgoings.
7. That the licensee shall keep its part of the premises in good condition and repair during the term of the licence.
8. That the licensee shall indemnify the City Council against any and all claims for compensation, which may arise from their use of the property.
9. On termination of the licence, the licensee shall be responsible for the removal of all their materials from the premises.

10. Nothing herein is intended to create or shall be taken as creating a relationship of Landlord and Tenant between the Licensor and the Licensee and for the avoidance of doubt the licensee shall be required to sign a Deed of Renunciation.

11. The licence shall be subject to any other terms and conditions as deemed appropriate by the Law Agent in agreements of this type.

The site proposed to be licensed was acquired from John Joseph Byrne, Dennis Barrett, Trustees Kearney Estate and William Hugh Kearney in 1950.

The proposed disposal shall be subject to such conditions as to title to be furnished, as the Law Agent in his discretion shall stipulate.

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

This proposal was approved by the North West Area Committee at its meeting of the 19<sup>th</sup> July 2016.

This report is submitted in accordance with the provisions of Section 183 of the Local Government Act, 2001.

Dated this the 11<sup>th</sup> day of August 2016

**Jim Keogan**  
**Assistant Chief Executive**