

17th February 2023

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

Meeting: 14th March 2023

Item No.

With reference to the proposed grant of a further licence of a Crèche facility, Rory O'Connor House, Hardwicke Street, Dublin 1.

By way of agreement dated 3rd December 2020, Dublin City Council let under licence the Crèche Facility at Rory O'Connor House, Hardwicke Street, Dublin 1 to Lourdes Youth & Community Services CLG for a period of 18 months from 31st December 2019 and subject to an annual fee of €45,000 per annum, abated to €130.00 per annum provided the premises was used as a not-for-profit crèche.

The licence was renewed for a further term of 2 years from 1st July 2021 and is due to expire on 30th June 2023.

The Area Office has confirmed that it has no objection to a further renewal and accordingly, it is proposed to grant a further licence to Lourdes Youth & Community Services CLG subject to the following terms and conditions:

1. The property to be licensed comprises a self-contained crèche building with an outdoor playground, located at Rory O'Connor House, Hardwicke Street, Dublin 1. The subject property is shown outlined in red on Map Index. No. SM-2018-0539.
2. The Licence shall be for a period of 2 years from 1st July 2023.
3. The reduced Licence Fee shall be €200 (two hundred euro) per annum provided that the licensed unit being used as a community crèche on a non-profit basis. The Licensee is required to accommodate children whose places qualify for funding under the current/future National Funding Programmes. A commercial licence fee of €55,000 (fifty-five thousand euro) plus VAT per annum shall be payable if the Licensed Unit is used for any other purpose.
4. The permitted business hours shall be 7.00am to 9.00pm, Monday to Friday, any access outside those hours to be agreed with the Council.
5. The keys to the property shall be held by nominated key-holders. The Licensee shall be responsible for the costs associated with key holding services provided by the Council's nominated contractor.
6. The Licensee shall be responsible for all outgoings associated with its use of the licensed property including inter alia rates, taxes and utilities.
7. The Licensee shall be responsible for the internal repair and upkeep of the Licensed Area, including the courtyard and play area. The Licensee shall be responsible for maintenance and repair of the heating system, gutters, drains and sewers. The Licensee shall paint the interior of the property when required.
8. The Licensee shall be responsible for the replacement of all glass, internal and external, in the windows and doors in the event of damage or breakage.

9. The Licensee shall keep the property in a reasonably tidy condition during the course of this agreement. This includes the exterior grounds, courtyard and play area of the property.
10. The Licensee shall maintain at their own expense a suitable container for the holding and removal of rubbish and shall be responsible for the collection and disposal of any litter on the property including the exterior grounds, courtyard and play area. The Licensee shall comply with all of the terms of the Council's Waste Management Plan.
11. The Council shall be responsible for the maintenance costs for the structure / fabric of the property.
12. The Licensee agrees that the Council or its nominees will at all times have immediate access to the property to carry out all works that the Council deem appropriate. The Licensee further agrees that the Council shall not be obliged to compensate the Licensee under any circumstances or howsoever arising as a result of the use of this right of access.
13. The Licensee shall be responsible for the costs of the monitoring and servicing of the intruder and fire alarm system and CCTV system with the Council appointed contractor.
14. The Council will provide the parking permits to the Licensee to be used by staff members only in the Rory O'Connor flat complex. The Council will take no responsibility for vehicles or their contents parked in this area. The parked vehicles shall be at its owner's sole risk.
15. 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. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required. The Licensee shall insure all their goods and content within the property including courtyard and play area.
16. The Licensee shall ensure that its use and occupation of the licenced area complies with all statutory consents including all Health and Safety Legislation.
17. The Licensee shall not assign or sublet the premises.
18. The Licensee shall sign a Renunciation of Rights to a New Tenancy.
19. Each party shall be responsible for their own fees and costs in this matter.
20. The Licence shall incorporate similar terms and conditions as contained in previous licence agreement and as deemed appropriate by the Law Agent.

Máire Igoe

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Acting Executive Manager