

21/02/2017

To the Chairperson and Members of
The Central Area Committee

**With reference to the grant of a licence to Davencrest Ltd t/a Kids Inc for use of
Crèche at Liberty Corner Development, Foley Street, Dublin 1**

Davencrest Ltd t/a Kids Inc currently operate the crèche at the Liberty Corner facility, on behalf of Dublin City Council, as a traditional community crèche and Montessori facility. It caters for children from 3 months to 5 years. Priority is given to residents from the North Inner City area. The facility caters for approximately 33 children.

The Central Area Office has requested that Davencrest Ltd t/a Kids Inc be granted a 3 year licence to operate the crèche at Liberty Corner Development, Foley Street, Dublin 1 as they want to regularise the occupation of the crèche. The community crèche is to be run on behalf of Dublin City Council and the Council will subvent some of the operational costs incurred in relation to the running of the community crèche. The area in question is as shown delineated in red on attached Map Index No. SM-2016-0508. The Chief Valuer has agreed terms with John Harnett, Davencrest Ltd. to grant a licence for 3 years to Davencrest Ltd. t/a Kids Inc.

It is therefore proposed to grant a licence for 3 years to Davencrest Ltd t/a Kids Inc subject to the following terms and conditions:

1. That the licence shall be for a period of 3 years commencing on the 1st June 2017.
2. That the licence fee shall be €1 per annum, if demanded, on the basis that the premises continues to run as Community Crèche and Montessori.
3. That the licensee will be required to open the premises from 8am-6pm Monday to Friday inclusive, 51 weeks of the year. The licensed hours will extend from 7am-9pm Monday to Friday to permit setup time, cleaning and maintenance. Any access outside of these hours will be agreed with the Council.
4. That the licensee must ensure that priority places are given to Children requiring fulltime childcare from low-income families from the local area. In the event that at any given time there are insufficient children from such circumstances the licensee may take in other children. The licensee should endeavour, if possible, to provide spaces to infants from three months old.
5. That the licensee will be required to accommodate children whose places qualify for funding under current/future national funding programmes.
6. That the licensee will provide a minimum of 25 full time places.
7. That the licensee will provide cooked meals.

8. That the Childcare Fee Structure cannot be altered without prior written agreement from Dublin City Council.
9. That the licensee must nominate a dedicated Account Manager who will act as a main point of contact with Dublin City Council for the duration of the Agreement. This person shall have the authority to deal with all matters in relation to the Licence and the operation of the crèche and will be responsible for the satisfactory delivery of the services required.
10. That the licensee will provide Financial and Statistical reports to Dublin City Council on a quarterly basis.
11. That the licensee shall be responsible for and pay for Gas, Electricity and other utilities. However, the cost of utilities to a maximum of €6700 (six thousand seven hundred euro) can be recouped from Dublin City Council by way of a request for payment. The request for payment must incorporate the following:
 - (i) A letter of request to Dublin City Council outlining the details of the request for payment.
 - (ii) A copy of each related invoice which is being claimed for.
12. That the licensee shall be responsible for costs associated with the rental of equipment from the Dublin City Council appointed contractor for Fire prevention and the associated costs of the service and inspection of the equipment.
13. That the licensee shall be responsible for the cost of monitoring and servicing of the Intruder and Fire alarm systems with Dublin City Councils appointed contractor.
14. That the costs of the service contract on the Telephone Service shall be borne by the applicant.
15. That the licensee shall be responsible for the replacement of all glass, internal or external, in the windows and doors, in the event of damage or breakage. However the cost of replacement of external glass shall be recouped from Dublin City Council. The request for payment must incorporate the following:
 - (i) A letter of request to Dublin City Council outlining the details of the request for payment.
 - (ii) A copy of each related invoice which is being claimed for.
16. That the cost of the maintenance and repair of the CCTV for the crèche building shall be borne by the licensee.
17. That the licensee will be required to paint the interior of the building at their expense every two years, or more often, if required.
18. That Dublin City Council will be responsible for and the costs shall be borne for the following:
 - (i) The maintenance and repair of the boiler and heating system in the crèche.
 - (ii) The repair and maintenance of the outdoor play area in Liberty Park.
 - (iii) The payment of the invoices from the Management Company for the Liberty Corner Development relating to the management fees for the crèche facility including refuse fees and the maintenance of one parking space.
 - (iv) The payment of invoices to recoup the costs of replacing external glass, as outlined at No. 15 above.

19. That Dublin City Council will pay the Licensee a subvention payment for operational costs incurred in relation to the running of the community crèche in the sum of €14,500 (fourteen thousand five hundred euro) exclusive of VAT, per annum, quarterly in advance from the date of commencement of the licence.
20. That Dublin City Council will provide an annual investment up to a maximum of €5,000 (five thousand euro) per annum for the purchase of equipment (play equipment, furniture, kitchen appliances etc). The equipment shall remain the property of Dublin City Council. The purchase of any equipment must be agreed in advance between the parties and the costs shall be recouped from Dublin City Council on the provision that the relevant invoices are submitted.
21. That the applicant will be required to sign a deed of renunciation.
22. That the applicant shall not assign or sublet the premises.
23. That the applicant shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Licensee shall take out and produce Public Liability Insurance in the sum of €6.5 million 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.
24. That the applicant shall keep the premises in good condition and repair during the term of the licence.
25. That the licensee must comply with any relevant Laws and Standards such as Health and Safety Regulations, Childcare Regulations and Employment Law in order to operate the facility.
26. That the licensee will be required to provide a high quality service to the community and comply with the requirements of the Childcare regulations (Health Service Executive) to ensure that the crèche maintains its status as a registered Childcare Facility.
27. That the licence can be terminated by either party giving one months notice in writing.
28. That on termination of the licence, the licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.

The disposal shall be subject to any such covenants and conditions 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.

Paul Clegg

Executive Manager