

**The Chairperson and Members
South Central Area Committee**

With reference to the proposed grant of a licence to Liam Hicks (on behalf of St. Teresa's Football Club) at 64-66 Donore Avenue, St. Teresa's Gardens, Dublin 8.

As part of the regeneration of St. Teresa's Gardens, Dublin City Council have been in negotiations with St. Teresa's Football Club to relocate them from No. 52 Donore Avenue, Dublin 8 (as the block within which this unit is located is to be demolished) to Nos. 64-66 Donore Avenue, Dublin 8, which is located in another Block (not being demolished).

Order of the Executive Manager D462 dated 24th November 2016, granted the Club a Caretakers Agreement to allow them to enter the premises and keep it secure.

It is now proposed to grant a 4-year licence to Liam Hicks (on behalf of St. Teresa's Football Club) for the use of Nos. 64-66 Donore Avenue, Dublin 8, as shown outlined in red and shaded pink on Map Index No. SM-2017-0089, subject to the following terms and conditions:

1. That the licence will be for a period of 4 years.
2. That the licence commencement date will be 15th December 2016.
3. That the premises will be solely used by St. Teresa's Football Club.
4. That the premises must remain in use and in the event that the premises are not in use for 4 or more consecutive months the City Council will have the authority to take back control of the unit.
5. That the licensee will renounce renewal rights under the Landlord and Tenant Legislation.
6. That the annual licence fee will be the sum of €50 per annum plus VAT (if applicable).
7. That the letting will be on an internal repairing and insuring basis i.e. the tenant will maintain and insure the premises.
8. That the licensee will be required to provide proof of insurances, most particularly Public Liability Insurance for the sum of €6.4 million (six million four hundred thousand euro), indemnifying Dublin City Council and Employer's Liability insurance for any one incident to the sum of €13m (thirteen million euro) or such different amounts as determined by the law department.
9. That the Licensee will be responsible for running costs of the unit (all utilities, gas, electricity, telecoms, etc.).

10. That the Licensee will be responsible for any rates/ taxes or charges associated with the unit.
11. That each party shall bear the cost of their professional fees incurred in this transaction.

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