

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

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**With reference to the proposed disposal of a site at Dolphin Park, Dolphin House, Dublin 8, the grant of a Building Licence and of a Right of Access at same address to Fold Housing Association**

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Housing and Community Services has requested the proposed disposal of a site at Dolphin Park, Dolphin House, Dublin 8, the grant of a Building Licence and of a Right of Access at the same address to Fold Housing Association.

The Chief Valuer has reported that agreement has now been reached with Fold Housing Association, subject to the following terms and conditions:

1. The property shown outlined in red on map index no. SM-2015-1023 shall be disposed of under the terms of the Low Cost Sites Scheme.
2. The disposal price shall be €127 (one hundred and twenty seven euro) plus VAT, if applicable, per residential unit (43 units in total).
3. The development complies with the planning permission ref. 3764/16.
4. Fold shall bring the new road and footpath and any other services up to taking in charge standard and agree same with the Executive Manager, Housing and Residential Services Department, Dublin City Council.
5. The premises shall be used for social housing only with 100% nomination right from Dublin City Council.
6. Should the property cease to be used by Fold Housing Association for social housing it will transfer the property free of charge to Dublin City Council subject to any outstanding borrowing from the Housing Finance Agency being discharged to the Housing Finance Agency in advance of such a transfer.
7. The fee simple title to be transferred to Fold Housing Association is subject to a Building Covenant and the execution of a Payment and Availability Agreement, a Capital Advance Agreement and a Continuation Agreement between Dublin City Council and Fold Housing Association.
8. The title shall be transferred on the date or thereabouts of the lodgment of the Commencement Notice.
9. Fold Housing Association shall not sell, assign, sublet or part with possession of the premises or part thereof without obtaining the written consent of the City Council.
10. Fold and its tenants shall have a right of access and egress over the roads and footpaths within Dolphin House.
11. Hoarding must be erected at the commencement of the construction period and must be removed upon completion of construction.
12. Each party shall be responsible for its own legal costs incurred in the transaction.
13. Fold Housing Association shall be liable for the payment of VAT or Stamp Duty should such payments arise.
14. Dublin City Council reserves the right to re-enter the site and resume possession thereof should the purchaser fail to commence and complete the development for which planning permission has been granted or in the event of the purchaser's bankruptcy or insolvency

- save in the case of a Financial Institution which has entered into a mortgage with the purchaser for the purpose of financing the development.
15. Fold Housing association shall be granted a Building Licence of the area coloured pink on map index no. SM-2016-0297. The licence shall be for a term of 24 months from the date of entry on site. There shall be an option to extend the licence with the agreement of the Executive Manager, Housing and Residential Services Department, Dublin City Council.
  16. The licence fee shall be for a nominal sum of €1 (one euro) if demanded.
  17. Fold Housing Association shall arrange for fully insuring the site and shall indemnify Dublin City Council against any and all claims arising from its use of the premises and surrounding area/curtilage. The licensee shall take out and produce Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million euro) 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.
  18. The licensee shall observe and comply with all relevant Health & Safety legislation.
  19. The licensee shall only use the site for the construction of the new road and footpath in accordance with the planning permission granted.
  20. The licensee shall be responsible for all legal fees associated with this transaction.
  21. Fold Housing Association shall be granted a Licence regarding right of access over area coloured yellow on map index no. SM-2016-0297. The licensee shall, prior to entry on site, agree access managements with the Health and Safety Office, Housing and Residential Services Department, Dublin City Council.
  22. Fold Housing Association shall arrange for fully insuring the site and shall indemnify Dublin City Council against any and all claims arising from its use of the premises and surrounding area/curtilage. The licensee shall take out and produce Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million euro) 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.
  23. The licensee shall be responsible for all legal fees associated with this transaction.

The legal documents 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**

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**Executive Manager**