

10th April 2019

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

Meeting: 17th April 2019

With reference to the proposed grant of a further licence of 80 The Coombe to Solas After School Project CLG.

By way of Agreement dated 17th November 2014, the premises at No. 80 The Coombe, Dublin 8 which is more particularly delineated on Map Index No. SM2014-0593 was let under licence to Solas After School Project Limited CLG for a term of 12 months from 17th November 2014 and subject to a licence fee of €4,500 but abated to €2,400 so long as the property is used for non-profit making educational community purposes only (Managers Order D396 dated 15th October 2014 refers).

This licence was subsequently renewed and the most recent licence expired on 16th November 2017, the licensee has been overholding under same. The South Central Area has confirmed that they have no objections to the granting of a further licence. Accordingly, it is proposed to grant a 2-year licence of the premises to Solas After School Project CLG subject to the following terms and conditions:

1. That the premises comprises No. 80 The Coombe, Dublin 8 shown outlined in red on Map Index No. SM-2014-0593.
2. That the term of the licence shall be for 2 years commencing on 17th November 2017.
3. That the annual full open market rental value of the premises shall be a sum of €8,500 (eight thousand five hundred euro). However, the licence fee shall be abated to €2,400 provided the subject property is used for non-profit making educational community purposes only.
4. That the licence fee (exclusive of all rates and taxes) shall be payable monthly in advance by direct debit.
5. That the licensee shall sign a Renunciation of Rights to a new tenancy.
6. That the licensee shall be responsible for all outgoing rates, charges, fees and any other outgoing that may become payable on the subject premises during the period of the licence.
7. That the licensee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises.

8. That the licensee shall keep the demised premises in a good state of repair and carry out all maintenance and repairs.
9. That the licensee shall indemnify Dublin City Council against any and all claims arising from its use of the subject 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 million 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.
10. The licensee shall at all times comply with all Health & Safety legislation.
11. That the licensee shall undertake not to commit or not to allow others to commit any act constituting nuisance on the subject premises and ensure the proposed operations do not interfere with the quiet enjoyment of the residential amenity of the adjoining area.
12. That the licensee shall not carry out any alteration or development of the proposed licensed area or erect any signage without prior written consent of the Council.
13. That in the event that the demised premises cease to be used for the purposes of an after school's programme in the Coombe area with particular focus on 5th & 6th Class pupils from St. Brigid's and St. Francis Street Schools only, it shall revert back to the Council free of charge.
14. That on termination of the licence, the licensee shall at their own expense remove all items not belonging to the Council and shall leave the property in a clean condition to the satisfaction of the Council.
15. That the parties hereto accept that this Agreement is a Licence Agreement for the use of the premises only and that it does not constitute nor is it intended to constitute a tenancy of any sort in the premises. Nothing herein contained is intended to create or shall be taken as creating a relationship of landlord and tenant between the licensor and the licensee.
16. That each party shall be responsible for their own legal fees in this matter.
17. That Dublin City Council reserves the right to allow other users access to the licensed area following consultation with the licensee.
18. The licence shall be subject to any terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.

Paul Clegg

Executive Manager