



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 including 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 schools 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.

The property proposed to be disposed of was vested in Dublin City Council in fee simple under the Newmarket / The Coombe Area CPO 1970.

The proposed disposal shall be subject to such conditions as to title to be furnished 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.

This proposal was approved by the South Central Area Committee at its meeting on the 17th April 2019.

This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

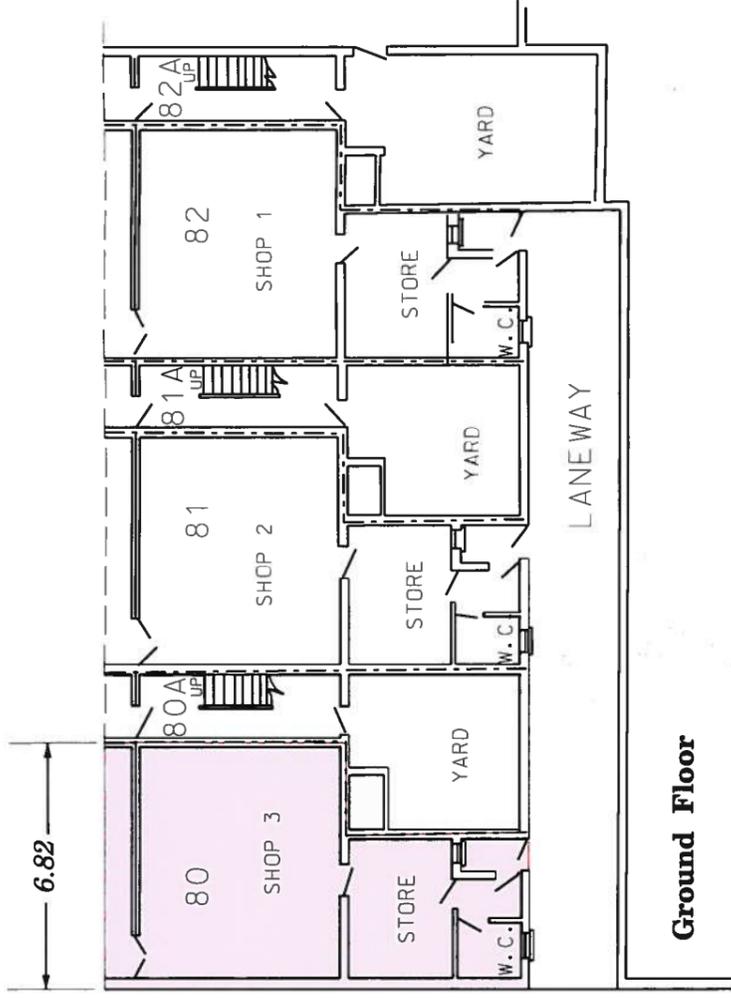
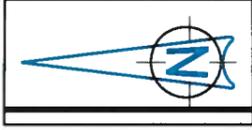
Resolution to be adopted:

That Dublin City Council notes the contents of Report No. 248/2019 and assents to the proposal outlined therein.

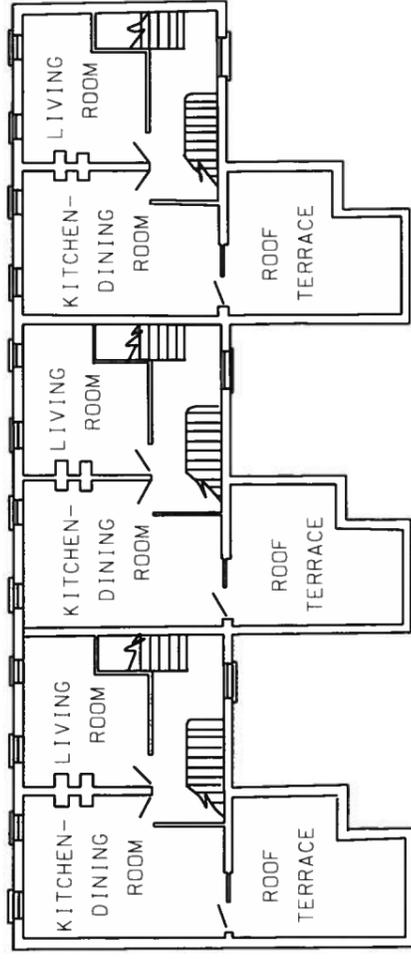
Dated this the 9th day of August 2019.

Paul Clegg

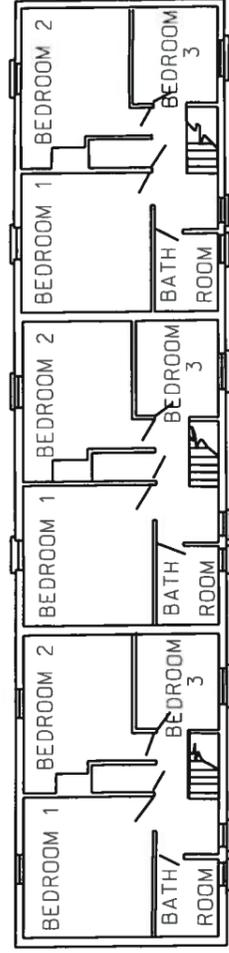
A/Assistant Chief Executive



Ground Floor



First Floor



Second Floor

THE COOMBE PREMISES No.80
LOCK-UP SHOP UNIT

Dublin City Council to Solas After School Project Limited

Grant of 1 Year License



Thomas & Catherine
Phillips & Co. Ltd.
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rann n Suirbhreachta agus Lárscailithe

Environment and Transportation Department
Survey and Mapping Division

O.S REF 3263-14
SCALE 1-200
1-1000

DATE 03-11-2003
13-10-2014
SURVEYED /
PRODUCED BY
F.M. /P.K

MICHAEL PHILLIPS
CITY ENGINEER

FILE NO SM-2014-0593-0204-C3-001-A.dgn
INDEX No FOLDER No CODE DWG No REV

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

INDEX No.
SM-2014-0593

APPROVED THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL