

11th September 2019

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

Meeting: 18th September 2019

Item No.

With reference to the proposed grant of a further licence of a site at Grattan Crescent, Inchicore, Dublin 8 to the Trustees of Conradh na Gaeilge.

By way of Agreement dated 12th June 2015 a site at Grattan Crescent, Inchicore, Dublin 8, which is more particularly delineated on Map Index No. SM-2013-0468 was let under licence by Dublin City Council to the Trustees of Conradh na Gaeilge for a period of three years commencing on 22nd May 2013 subject to a licence fee of €5,500 but abated to €100 so long as the premises continues to be used as a Conradh na Gaeilge facility.

The latest licence dated 28th July 2016 expired on 21st May 2019 the Culture, Recreation & Economic Services Department has confirmed that it has no objection to a further licence being granted for a period of 3 years.

Accordingly, it is proposed to grant a further licence to the Trustees of Conradh na Gaeilge subject to the following terms and conditions:

1. That the Licensee shall enter into a licence agreement with Dublin City Council for the subject area shown outlined and shaded red on the attached map index no. SM-2013-0468.
2. That the Licence shall be for a three year term, effective from 22nd May 2019.
3. That the Licence fee shall be a sum of €12,500 per annum plus VAT (if applicable) abated to €100 per annum plus VAT (if applicable) provided the subject property remains in use as a Conradh na Gaeilge facility.
4. That the Licensee shall be responsible for the payment of all outgoings including rates, charges, fees, bills etc. that may become due on the licensed area during the period of the licence.
5. That the Licensee shall keep the licensed area in a good state of repair and carry out all maintenance and repairs.
6. That the Licence is personal to the Licensee only and the Licensee shall not assign, sublet or part with possession of the licensed area or part thereof without obtaining the written consent of the City Council.

7. That the Licensee shall not carry out any alteration or development of the proposed licensed area or erect any signage, structure or mast without prior consent of the Council.
8. That the Licensee shall be responsible for the proper storage and removal of waste from the subject property and pay for all associated charges.
9. That the Licensee shall be responsible for any loss or damage to goods, materials, vehicles and machinery on the licensed area.
10. That the Licensee shall at all times ensure the licensed area is not used in such a way to be a nuisance to the public or adjacent occupiers.
11. That the Licensee shall ensure that the highest level of Health & Safety Standards apply to the use of the licensed area.
12. The Licensee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m and shall indemnify Dublin City Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
13. That on the termination of the Licence, the Licensee shall at their own expense remove all items not belonging to the Council (if the Council so require it) and shall leave the property clean and cleared to the satisfaction of the City Council.
14. That the Council, its officials, employees or agents shall have the right to enter upon the site, for the purposes of ensuring the terms of this licence are complied with.
15. That all parties hereto accept that this agreement is a licence agreement for the use of the premises only and that it does not constitute a tenancy of any sort in the premises. Nothing therein contained is intended to create or shall be taken as creating a relationship of landlord and tenant between the Licensor and the Licensee. This agreement may be executed in a deed of renunciation.
16. The dates for the performance of any of the requirements of the Licence Agreement may be amended at the absolute discretion of the Executive Manager.
17. That the Licence shall contain such other covenants and conditions as deemed appropriate by the Council's Law Agent and as normally contained in Council licences of this nature.
18. That each party shall be responsible for their own fees in this matter.

P Clegg

Executive Manager