

Development Department,  
Civic Offices.

6<sup>th</sup> November 2019

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

Meeting: 20<sup>th</sup> November 2019

Item No.

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**With reference to the proposed grant of licence of Car Park Space No. 4 at La Rochelle Car Park, Lamb Alley, Dublin 8.**

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By way of Agreement dated 16<sup>th</sup> February 2017 Dublin City Council granted a licence of Car Space No. 4 at La Rochelle Car Park, Lamb Alley, Dublin 8 to Marianne Sheridan for a period of 12 months commencing 1<sup>st</sup> January 2017 and subject to a monthly licence fee of €130 plus service charges.

The licence expired on 31<sup>st</sup> December 2017 and Property Management Section was notified that Marianne Sheridan no longer required the use of the car parking space and that Debbie Pearce wished to use the car parking space from 1<sup>st</sup> January 2018.

Accordingly it is now proposed to grant a licence for Car Park Space No. 4 as shown on Map Index No. SM2019-0402-002 to Debbie Pearce for a term of 3 years subject to the following terms and conditions:

1. The licence shall be for a period of 3 years commencing 1<sup>st</sup> January 2018.
2. The licence fee shall be €130 per month for the space for the period 01/01/18 – 31/12/18 and €150 per month for the space for the remainder of the licence payable by direct debit.
3. The licensee shall use the car space for the purposes of parking one standard car thereon.
4. The licensee shall discharge to Dublin City Council the annual service charge associated with the car parking space. For the term of the licence the annual service charge fee has been calculated at €359.29 which shall be payable by direct debit.
5. Each party shall be responsible for their own costs in this regard.
6. The licensee shall adhere to all standard rules and regulations set out by Dublin City Council to ensure the proper workings of the car park.

7. The licensee shall insure any vehicle/s (including the contents thereof) to be parked on the licensed area. The licensee hereby indemnifies Dublin City Council against any losses costs, claims, damages or proceedings howsoever arising in connection with the granting of this licence including, but not limited to, the theft of goods from such vehicle/s or damage to such vehicle/s and acknowledges that Dublin City Council bears no responsibility in this regard.
8. The licence shall contain all standard terms and conditions as usually contained in such City Council licences and any other terms and conditions deemed appropriate by the Council's Law Agent.
9. On the signing of the agreement the licensee shall be given a car park fob (if they do not already have one) which must be returned on the expiration of this agreement.
10. The car space is to be left in a clean and tidy condition on the termination of this agreement.

Paul Clegg

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**Acting Assistant Chief Executive**