

Development Department, Civic Offices.

6th November 2019

To: The Chairman and Members of South Central Area Committee

Meeting: 20th November 2019

Item No.

With reference to the proposed grant of a licence of Car Park Space Nos. 6, 7 & 50 La Rochelle Car Park, Lamb Alley, Dublin 8.

By way of Agreement dated 2nd March 2017 Dublin City Council granted a licence of Car Parking Space Nos. 50 & 51 at La Rochelle Car Park, Lamb Alley, Dublin 8 to Synnott Lawline Solicitors for a period of 12 months commencing 1st December 2016 and subject to a monthly licence fee of €130 per car space plus service charges.

The licence expired on 30th November 2017 and Property Management Section was notified that Synnott Lawline wished to continue its use of two spaces and to apply for a third for a period of three years from 1st January 2018.

Accordingly it is now proposed to grant a licence for Car Park Space Nos. 6, 7 & 50 as shown on Map Index No. SM2019-0402-001 to Synnott Lawline Solicitors 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 1st January 2018.
- 2. The licence fee shall be €130 per month per car park space for the period 01/01/18 31/12/18 and €150 per month per car park space for the remainder of the licence period payable by direct debit.
- 3. The licensee shall use the car park spaces for the purposes of parking one standard car on each and for no other purpose.
- 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 park spaces are to be left in a clean and tidy condition on the termination of this agreement.

Paul Clegg

Acting Assistant Chief Executive