Report No.73/2020 Report of the Executive Manager



With Reference to the Proposed grant of a 5 years Licence to Finglas Community Playgroup Association Limited for part of the Griffith Community Building, Glasanon Road, Finglas, Dublin 11

The Development Department has received instructions from the North West Area office to grant a licence of part of the Griffith Area Community Building, Glasanaon Road, Dublin 11 to the Finglas Community Playgroup Association Limited, as shown outlined red and shaded pink on Map Index SM-2019-1103.

The group has been in occupation of an older part of the building since 2007. This has since been demolished and a new building has been constructed on site to rehouse the group.

It is now proposed to grant a 5 years licence to Finglas Community Playgroup Association Limited, subject to the following terms and conditions:

- 1. That the licence shall be granted for a 5 year period, commencing on a date to be agreed upon.
- 2. That the licence shall be in respect of the premises as shown on attached copy map No. SM-2019-1103.
- 3. That the licensee shall not have exclusive use of the property and the Council is entitled to enter and use the property at any time. Dublin City Council retain rights to access all necessary services on site.
- 4. That the licence can be terminated by either party on giving the other one months' notice in writing.
- 5. That the licence fee shall be €16,000 (sixteen thousand euro) per annum and shall be abated to €100 (one hundred euro) per annum provided the premises is used for non-profit making community purposes. In the event of the premises ceasing to be used for non-profit making community purposes, it is to revert free to charge to the Council or the appropriate open market value shall apply.
- 6. That the licensee shall not assign or sublet the premises.
- 7. That the licensee shall pay a contribution towards the electricity and water supply costs to the Griffith Area Community Association as per agreement between the two parties.
- 8. That the premises shall be used only for the normal community activities of the licensee.
- 9. That the licensee shall be responsible for the fully insuring its part of the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises.

- 10. That the licensee shall accept the premises in its present condition and shall be responsible for any repairs and decoration necessary to make it safe and suitable for the activities to be carried out therein.
- 11. That the licensee's part of the premises shall be available for use by the licensee from 8.00am to 22.30pm daily.
- 12. That on termination of the licence, the licensee shall at its own expense remove all the materials not belonging to Dublin City Council and shall leave the property clean and cleared and to the satisfaction of Dublin City Council.
- 13. That the licensee will be required to sign a deed of renunciation.

The property to be disposed of was acquired from the Dublin Fever Hospital.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

This proposal was approved by the North West Area Committee at its meeting on 21st January 2020.

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

Resolution:

"That Dublin City Council notes the contents of Report No. 73/2020 and assents to the proposal outlined therein".

Paul Clegg Executive Manager

Date: 22/01/2020

