

1st July 2021

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

Meeting: 21st July 2021

Item No

Proposed grant of a further licence of the premises known as the Basin Street Centre, No.2 Upper Basin Street, Dublin 8 to the Fountain Resource Group CLG.

The Fountain Resource Group CLG was granted a licence of the premises known as the Basin Street Centre, No.2 Upper Basin Street, Dublin 8 as indicated on Map Index No. PD2008-119 for a term of 11 months commencing on the 14th December 2007 at a yearly abated rent of €1.00 (one euro) if demanded, provided the premises continued to be used for the provision of affordable childcare and youth services in the locality.

This licence was subsequently renewed and the most recent licence agreement expired on the 31st October 2017 and the crèche have been overholding since then. Following inspection in 2019 by Tusla of the crèche facilities, a Fire Safety Certificate for the crèche was requested. The building had Part 8 planning approval but not Fire Safety Certification (normal practice at that time i.e. circa 2003). A later addition of a prefab building required a Fire Safety Certificate. The prefab building is owned by the licensee. Dublin City Council under its Landlord responsibilities arranged for fire remediation works to the main building and included the prefab building in the schedule of works. An agreement was made with the licensee that they would cover the costs associated with fire remediation works to the prefab building (€17,664.79 incl VAT). In order to facilitate the licensee in paying these costs back to DCC, a longer licence term to include a payment plan was agreed.

Accordingly, it is proposed to grant a further licence of the Basin Street Centre to the Fountain Resource Group CLG subject to the following terms and conditions:

1. The licence shall be for a period of 7 years and will commence on 1st November 2017.
2. The area to be licensed is more particularly delineated on Map Index No. PD2008-119.
3. The licence fee, exclusive of all other outgoings, shall be €90,000 p.a. abated to €1.00 (one euro) p.a. (if demanded) payable in advance, provided the premises is used for affordable childcare and youth services in the locality.
4. The licensee shall reimburse DCC with the amount of €17,664.79 (incl. VAT) for the remedial works already carried out to the prefab payable at a rate of €368.01 per month over four years.
5. The licensee shall be obliged to sign a Deed of Renunciation.

6. The licensee shall be responsible for utilities and all charges applicable to the unit including taxes, service charges etc.
7. The licensee shall use the licensed area for the sole purpose of the provision of affordable childcare on the ground floor and youth service of the first floor and in the case of either operation ceasing the premises shall revert to the City Council.
8. The licensee shall accept the premises in its present condition and shall be responsible for any internal repairs and decoration necessary to make the premises safe and suitable for the activities to be carried out therein.
9. The licensee shall keep the premises in good condition and repair during the term of the licence.
10. The licensee shall agree to the establishment of a 'House Committee' which shall meet quarterly to oversee the Crèche and Youth Service operations and shall report to the City Council upon request.
11. That the licensee shall indemnify the City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with the use and occupation of the said premises by means of an insurance policy in the sum of €6.5 million of Public Liability and €13 million of Employers Liability against any claim by any person, employee or invitee of theirs.
12. The licence shall be personal to the licensee and shall not be capable of transfer.
13. On termination of the licence the licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
14. Each party shall be responsible for its own legal costs in this matter.
15. The licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in agreements of this type.

Paul Clegg

Executive Manager