

2nd July 2021

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

Meeting: 21st July 2021

Item No.

With reference to the proposed grant of a further licence of part of the premises known as the Bluebell Community & Youth Centre, Bluebell Road, Dublin 12.

The City Council is the owner of the Bluebell Community & Youth Centre which is situated at Bluebell Road, Dublin 12. Part of the premises has been licensed to Dublin South City Partnership CLG for a term of 3 years from the 9th December 2016 and subject to a licence fee of €100.

The licence expired on 8th December 2019 and the centre manager in Bluebell has confirmed they have no objection to the renewal for a further 3 years.

Accordingly it is now proposed to grant a three year licence of part of the premises to Dublin South City Partnership CLG which said part is more particularly shown on Map Index No. SM2011-0275 and subject to the following terms and conditions:

1. That the licence shall be for a term of 3 years commencing on the 9th December 2019.
2. That the licence fee shall be €30,000 (thirty thousand euro) per annum abated to €100.00 (one hundred euro) per annum payable yearly in advance.
3. The licensee shall sign a Deed of Renunciation.
4. That the licence is non-transferable and the licensee shall not sublet, sub divide, alienate or part with possession of the subject property.
5. That the area shall be used by the licensee for the normal activities associated with the running of a Community Development Project including the convening of meetings and occasional other events subject to the approval of the Centre Manager. Any intention to use the space for any other activity will require the prior permission in writing of Dublin City Council.
6. That Dublin City Council reserves the right to allow other users access to the area from time to time, following consultation with the licensee.

7. That should the licensee wish to use other “bookable spaces” within the Centre, these must be booked and paid for through the Centre Manager, at the main reception desk.
8. That the licensed area reverts to Dublin City Council should licensee no longer wish to use it or cease to exist.
9. That the licensee shall have reasonable access to/use of all common areas including kitchens, toilets etc. and ensure that after use such areas are left in the same condition as found.
10. That the licensee will have the use of the area mainly during the opening hours of the centre and should ensure there is sufficient trained staff on duty when the area is being used. Outside of Centre opening hours when no member of the City Council is on duty and the licensee has the prior approval of the Centre Manager to use its’ licensed area then *the licensee shall nominate one officer of the club as key holder/alarm operator, this officer will facilitate access to the licensed area only by the licensee and its’ invitees. During such times the licensee will have restricted access within the Centre which is controlled by means of a zonal security system. Contact details for the nominated officer (including address, land and mobile phone numbers) will be made known to the Centre Manager.*
11. Where the licensee is engaged in activities with other clubs, organisations or individuals, that the licensee shall be responsible for use of the licensed area by such groups or individuals.
12. That the licensee shall be responsible for adequately securing the area at all times, against entry by unauthorised persons or damage by third parties and to maintain a safe and secure environment for all users of the licensed area including the taking of all reasonable steps to prevent unauthorised persons gaining access at any time which shall include the locking of all doors, windows and all other apertures.
13. That the licensee will be responsible for keeping the licensed area and any other area used by it clean and tidy after use. (A levy will be charged on the licensee by the Centre Manager if this condition is not met). A designated member of the club shall be appointed as liaison officer on this issue with the Centre Manager.
14. The licensee shall ensure that one (and only one) of their members is appointed to represent the group on the Centre Advisory Group and ensure he/ she attends meetings on a regular basis
15. That the licensee shall supply all equipment required to run its’ services, including sporting equipment, office supplies and equipment i.e. phones, photocopier etc.
16. Should the licensee wish to install a landline, broadband etc. it will be the licensee’s responsibility to apply for the connection(s), arrange for the installation and pay associated costs – as well as paying maintenance and line rental costs and costs incurred in the making of phone calls and use of the internet. Such installations will require the prior written consent of Dublin City Council and must not interfere with the fabric of the building.

17. The licensee shall have access to the Bluebell Community and Youth Centre car park. However, a space cannot be guaranteed to be available and no alternative arrangements – financial or otherwise – can be made when the car park is full
18. Either party on giving the other one month's notice in writing can terminate the license.
19. The licensee shall keep the licensed area in good condition and repair during the terms of the Licence and shall not make any material changes to it without the prior consent of Dublin City Council.
20. The licensee shall comply with all terms of the building's Waste Management Plan.
21. 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 €6.4 million of Public Liability and €13 million of Employers Liability against any claim by any person, employee or invitee of theirs.
22. The licensee will be responsible for insuring its own contents.
23. The licensee shall be responsible for the payment of an annual service charge. The amount of the licensee's contribution to the service charge shall be a sum bearing such proportion to the entire service charge as the floor area of the licenced unit bears to the overall floor area of the centre.
24. There shall be a prohibition on the sale or consumption of intoxicating liquor in the licensed area.
25. That the licensee acknowledges and agrees that the interior of building is a no smoking area in its entirety.
26. On termination of the license the licensee shall be responsible for the removal of all their equipment and belongings from the premises and for leaving the licensed area clean and in good condition
27. That the licensee will report any damage to the structure, fittings or equipment caused by its members or invitees to the Centre Manager (Main Desk).
28. *That* the licensee shall not exhibit any sign, board, placard, poster or advertising matter or any flag or banner in or outside the area without first obtaining the written consent of Dublin City Council.
29. A designated storage press may be allocated to the licensee and access to and control of this press will be by the licensee and Centre Manager only. This press is solely for the storage of items associated with the activities of the licensee - any items found by the Centre Manager not pertaining to the activities of the licensee will be removed and disposed at the cost of the licensee.
30. During the term and at all times, the licensee is to observe and comply in all respects with the provisions and requirements of any and every enactment, regulation, statutory order, statutory instrument, government, departmental, EU, Local Authority Order, regulation or directive, including the recommendations and regulations of the Fire Authority, Health & Safety Authority, Office of Minister

of Children and any recommendations and regulations as laid down from time to time by any appropriate body or authority and to indemnify the City Council at all times against all proceedings, actions, costs, charges, claims, expenses, damages and liabilities losses and demands arising from the breach of this Clause.

31. That the licensee shall ensure compliance with all Health & Safety Legislation prior to the signing of the Licence agreement and comply with all Food, Safety and Hygiene Regulations and other Legislation Codes as appropriate.
32. The licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the licensed area giving at least two weeks' notice in writing of its intention, (except in emergency situations) without liability to compensate the licensee for any loss, damage or inconvenience, and do all acts necessary for the purpose of carrying out such works to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.
33. That each party shall be responsible for their own fees in this matter.
34. The license shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

Paul Clegg

Executive Manager