

With reference to the proposed grant of a further licence of Unit 2, Killarney Court, Buckingham Street Upper, Dublin 1 to Akina Dada Wa Africa CLG.

By agreement dated 20th December 2012, the premises known as Unit 2, Killarney Court, Buckingham Street, Dublin 1, shown outlined on Map Index No. SM2010-0759 was licensed by Dublin City Council to Akina Dada Wa Africa Limited (now Company Limited by Guarantee – CLG) for use as a public office for the delivery of their range of programmes and services which the organisation provide for migrant women living in Ireland, for a period of 11 months commencing on 11th December 2012 and subject to a licence fee of €130 per annum.

The licence was repeatedly renewed with the most recent licence having expired on 10th October 2017.

It is proposed to grant a further licence to Akina Dada Wa Africa CLG subject to the same terms and conditions as the expired licence and the additional terms and conditions set out below:

- 1. The Licence shall be for a period of 6 years, commencing on 11th October 2017.
- 2. The proposed licensed area is the premises known as Unit 2 Killarney Court, Buckingham Street, Dublin 1, shown outlined on Map Index No. SM2021-0681.
- 3. The Licence fee shall be €8,000 per annum, but abated to €130 per annum, for the period 11th October 2017 to 10th October 2021 and €8,000 per annum but abated to €200 (two hundred euro) per annum, for the period 11th October 2021 to 10th October 2023, provided the area is used as a public office for the delivery of their range of programmes and services which the organisation provide for migrant women living in Ireland.
- 4. The Licensee shall sign a Deed of Renunciation.
- 5. The Licensee shall be responsible for utilities and all charges applicable to the unit including taxes, service charges etc.
- 6. The Licensee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability insurance in the amount of €6.5 million and Employer's Liability Insurance in the amount of €13 million shall be required.
- 7. The Licensee shall keep the licensed area in good condition and repair during the term of the licence and shall not make any material changes to the subject property without the prior consent of the Council.

- 8. The Licence shall be personal to the Licensee and may not be transferred or otherwise disposed of in whole or in part.
- 9. On termination of the Licence, the Licensee shall at their 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.
- 10. Each party shall be responsible for their own fees in this matter.
- 11. The Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

The property to be licenced was acquired by Dublin City Council from Clúid Housing Association in 2003.

The proposed disposal shall be subject to such conditions as to title to be furnished, as the Law Agent in her discretion shall stipulate.

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

This proposal was approved by the Central Area Committee at its meeting on the 12th October 2021.

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

Resolution:

That Dublin City Council notes the contents of Report o. 320/2021 and assents to the proposal outlined therein.

Dated this the 19th day of October 2021.

Paul Clegg Executive Manager

