

18th October 2021

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

Meeting: 17th November 2021

Item No.

With reference to the proposed grant of a further Temporary Convenience Letting for plot of ground on St. Lukes Avenue, Dublin 8.

By agreement dated 26th April 2012, a plot of ground adjacent to St. Brigids School, and located on St. Lukes Avenue, shown outlined in red on Map Index SM2011-0305, was demised by Dublin City Council to the Trustees of St. Brigids School, The Coombe, Dublin 8 for a period of 3 years from 26th April 2012 and subject to a rent of €1.00 per annum. The permitted use for the plot was for use as an amenity area only. The agreement expired on 25th April 2015.

It is proposed to grant a further Temporary Convenience Letting Agreement Pursuant to Section 211 (5) L.G. Planning Act 2000 to the Trustees of St. Brigids School, The Coombe, Dublin 8, subject to the same terms and conditions as the expired agreement and the additional terms and conditions set out below:

1. The agreement shall be for a period of 10 years from 26th April 2015 for the plot of ground shown outlined in red on Map Index SM2011-0305 for use as an amenity area only.
2. The Tenant shall pay to the Council the sum of €1 plus VAT (if applicable) per annum for the period 26th April 2015 to 25th April 2021.
3. The Tenant shall pay to the Council the sum of €200 plus VAT (if applicable) per annum for the period 26th April 2021 until the expiry of the agreement.
4. The Tenant shall be responsible for all rates, taxes and other outgoings on the Subject Plot.
5. The Tenant shall not deposit goods or rubbish upon the Subject Plot nor shall it suffer such acts to be done by its servant's agents or invitees and shall not use or permit same to be used for any purpose, which might grow to be an annoyance or nuisance to the occupants of the neighbouring or adjoining property.
6. The Tenant shall on the determination of the tenancy surrender possession of the Subject Plot to the Council and will not make any claim for compensation for disturbance or loss of any nature whatsoever and shall be responsible for all reinstatement works then found to be necessary as a result of the tenant's occupation of same.
7. The Tenant shall indemnify and save harmless the Council from and against all actions, claims and demands howsoever arising in connection with its

occupation of the Subject Plot and shall obtain Public Liability Insurance cover in the amount of €6.5 million and Employers Liability Insurance cover in the amount of €13 million and produce evidence of same to the Council when requested.

8. In the event of the non-payment of the said rent or the breach, non-performance or non-observance of the covenants and conditions hereinbefore mentioned and on the part of the Tenant to be performed and observed, the Council shall be at liberty to terminate the tenancy by giving to the Tenant fourteen days notice in writing expiring on any day, such notice to be served as in the manner set out at Paragraph 9 below.
9. Any notice by the Council in connection with this tenancy may be signed by the Chief Executive or some authorised officer of the Council on his behalf and may be served by hand on or by prepaid post, addressed to the Tenant at their last known place of address.
10. The Tenant shall not construct or cause or suffer the construction of any building on the Subject Plot.
11. That the Roads and Traffic Department shall have access to the site to repair/maintain the "Traffic Light Service Box" (shown on map SM2011-0305), prior notice shall be given to the Tenant save in an emergency situation.
12. The Tenant shall comply with Health and Safety laws and exercise a "Duty of Care" towards themselves and the general public.
13. The agreement will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

Paul Clegg
Executive Manager