



With reference to the proposed grant of a further licence of a Unit at Memorial Court, Islandbridge, Dublin 8.

By way of Agreement dated 14th May 2015 the Council granted a licence of a unit at Memorial Court as shown on Map Index No. SM-2013-0076 to Marie Sinnott, Gerry Desmond, Mary Jordan, John Harrington, Teresa Kavanagh and Joyce Yourell on behalf of the Memorial Court Social Committee for use as a Community Room for a term of 11 months from 9th February 2015 and subject to a Licence fee of €100.

The Agreement was subsequently renewed with the most recent 3-year licence having expired on 9th December 2020.

The South Central Area Office has confirmed they have no objection to the grant of a further licence and it is now proposed to grant a licence of a unit at Memorial Court, Islandbridge to John Ryan, Marie Sinnott, John Bates, Josie Murphy and Don McCarthy on behalf of the Memorial Court Social Committee subject to the following terms and conditions:

1. The licence shall be for a period of 5 years from the 10th December 2020 to the 9th December 2025.
2. The area to be licensed is shown delineated in red on Map Index No. SM-2021-0764.
3. The annual rent shall be €200 per annum provided the unit is used by the licensees for non-profit-making community purposes only.
4. The licensees shall have access to the basement storage area. This area is only for storage of goods associated with the Community Room and activities therein.
5. The letting can be terminated by either party on giving the other one month's notice in writing.
6. Nothing in this agreement shall be construed as granting any estate, interest or title whatsoever in the letting area to the licensees save to the extent necessary to enable the provisions of the agreement to be fulfilled.
7. Any use or act in or around the unit that causes any disturbance, nuisance, danger or source of annoyance to the landlord, occupiers of neighbouring premises or the public at large shall not be permitted.
8. The licensees shall not sub-let or assign the letting area or part of to any other party.
9. All outgoings, including insurance, electricity and the repairs and maintenance of the letting area shall be the sole responsibility of the licensees.

10. The premises shall be used solely for non-profit making community purposes and in the event of the property ceasing to be used by the lessees for such purpose on a regular basis, the property shall revert free of charge to Dublin City Council.
11. On termination of the letting, the licensees at their own expense shall remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
12. The unit shall be secured and locked when not in use.
13. The licensees will be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceeding, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the licensees and their agents in connection with the facilities on the premises. They shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
14. The licensees shall be responsible for any repairs and decoration necessary to make the premises safe and suitable for the activities carried out therein.
15. The licensees shall not carry out any alterations to the premises without the prior written consent of Dublin City Council.
16. The agreement shall not be intended to create or shall be taken as creating a relationship of Landlord and Tenant between the licensor and the licensees and in this regard the licensees shall be required to sign a Deed of Renunciation.
17. The licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.
18. Each party shall be responsible for its own fees in this matter.

The premises were acquired from Patrick & Brendan Bolger.

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

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

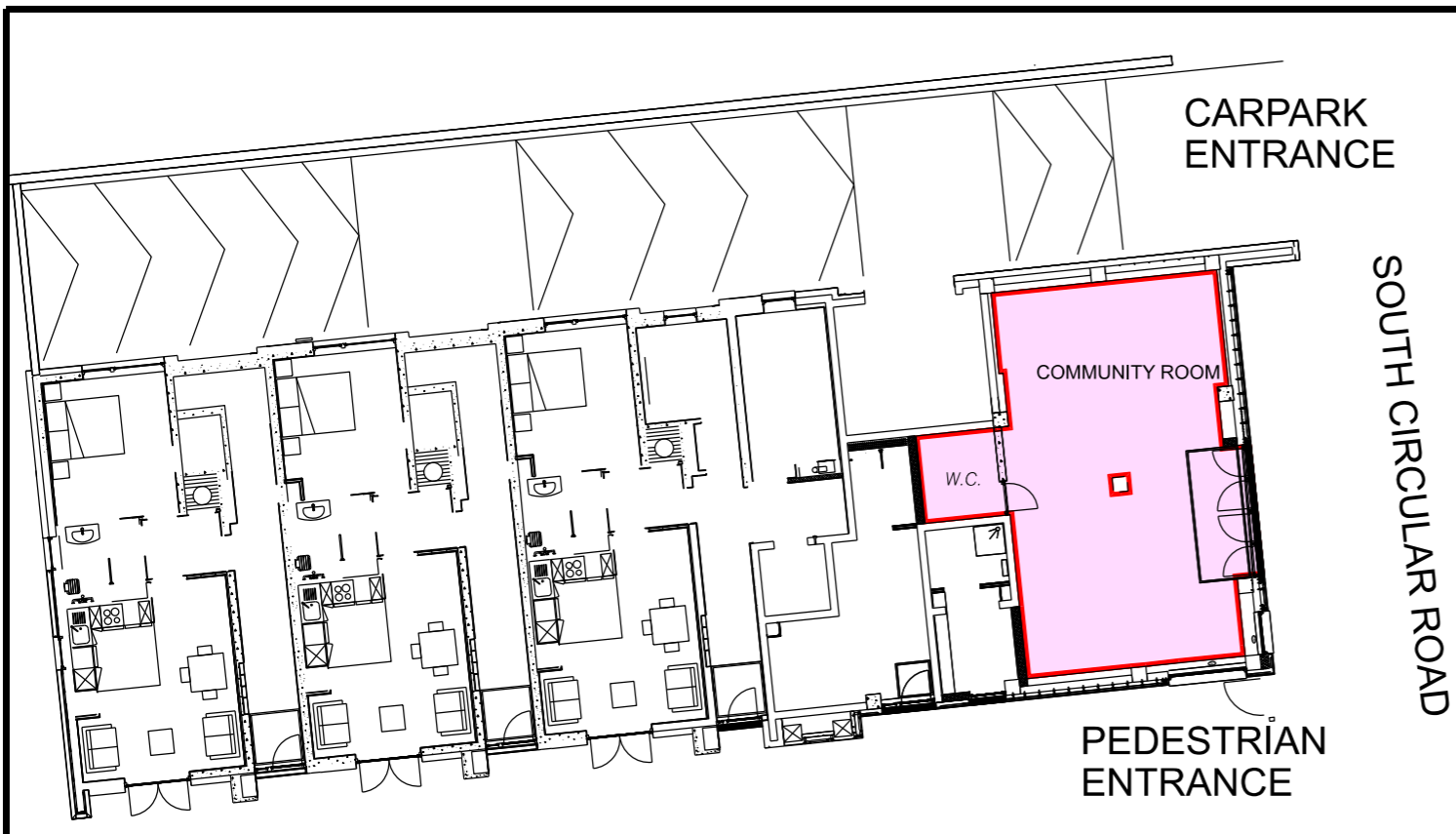
This proposal was approved by the South Central Area Committee at its meeting on the 20th October 2021.

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

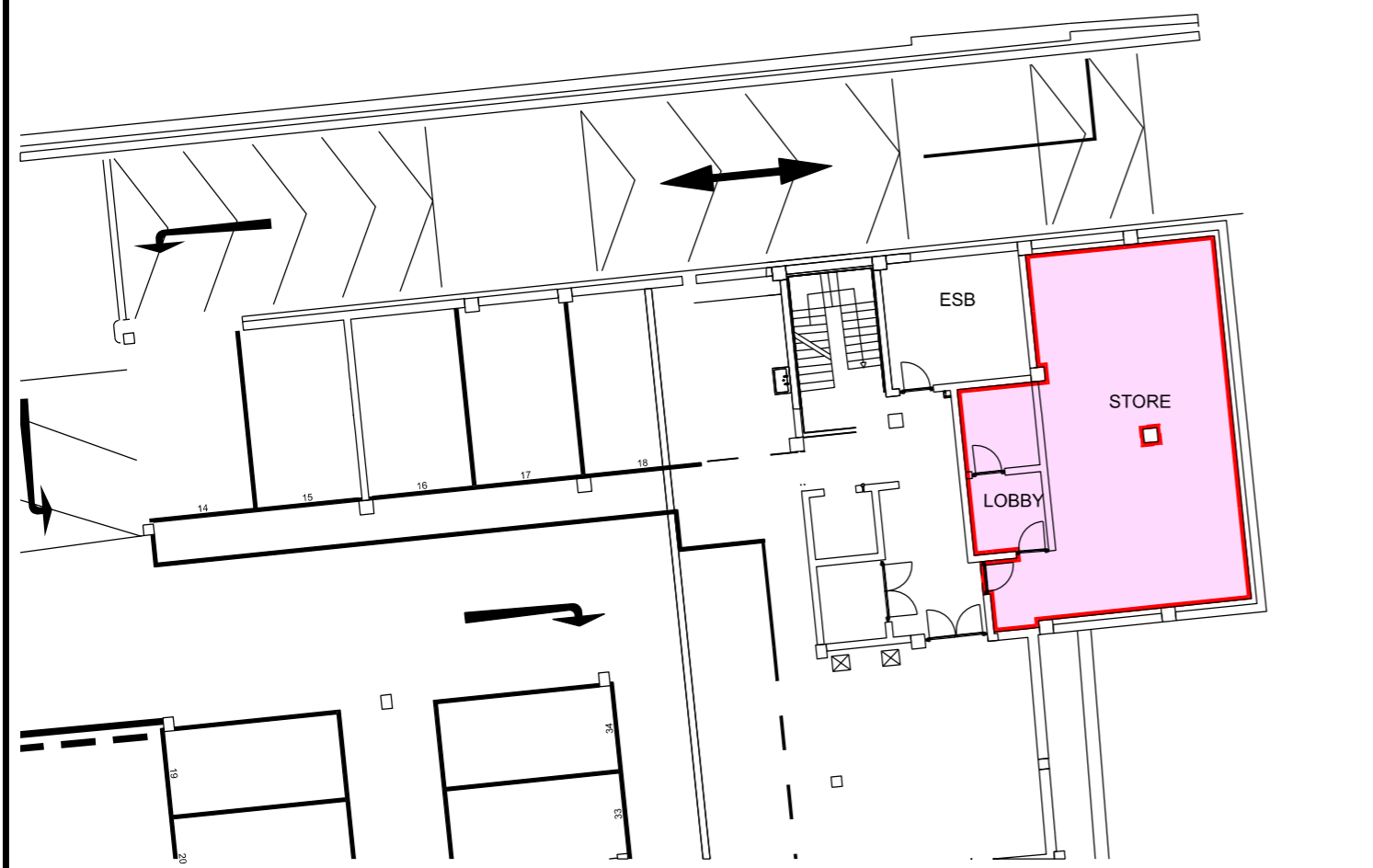
Resolution:

"That Dublin City Council notes the contents of Report No. 364/2021 and assents to the proposal outlined therein."

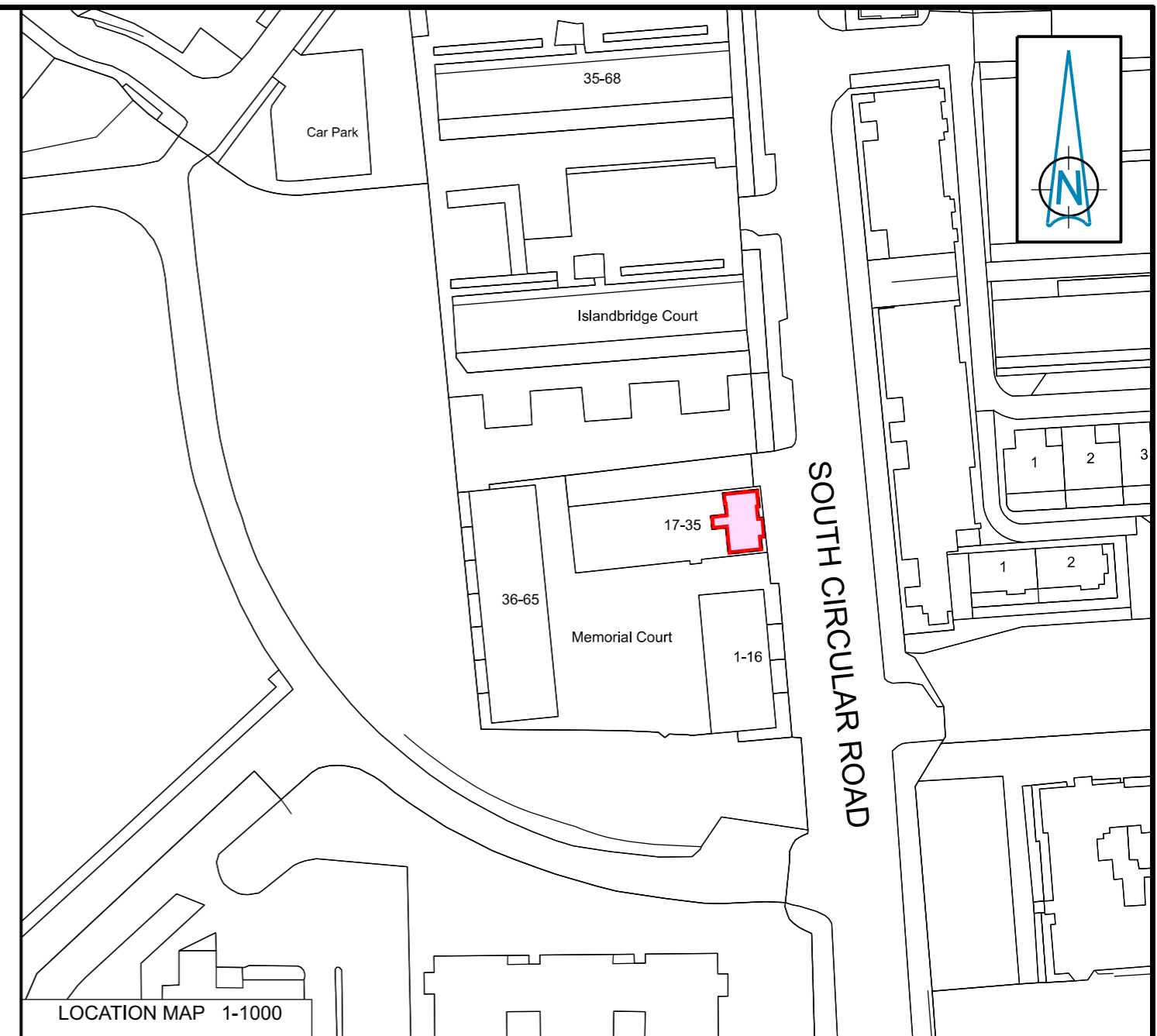
Paul Clegg
Executive Manager
23rd November 2021



GROUND FLOOR PLAN 1-200




BASEMENT PLAN 1-200



LOCATION MAP 1-1000

MEMORIAL COURT - SOUTH CIRCULAR ROAD 717/727

DUBLIN CITY COUNCIL TO MEMORIAL COURT SOCIAL COMMITTEE
GRANT OF LICENCE



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
Environment and Transportation Department
Survey and Mapping Division

O.S REF 3263-06	SCALE 1:1000, 1:200
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INDEX No	DWG No	REV
FILE NO	F:\SM-2021-0764 - 001 - A.dgn	

DATE 10-11-2021	SURVEYED / PRODUCED BY T. Curran
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THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED _____
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2021-0764

Dr JOHN W. FLANAGAN
CEng FIEI FICE
CITY ENGINEER