

8th November 2021

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

Meeting: 15th December 2021

Item No.

With reference to the proposed grant of a further licence of the premises at 82 The Coombe, Dublin 8 to SOLAS After School Project CLG.

By way of Agreement dated 17th August 2020, the premises at 82 The Coombe, Dublin 8, shown outlined red on Map Index SM-2020-0351 were licensed by Dublin City Council to Solas After Schools Project CLG for a period of 12 months from 17th August 2020 subject to a licence fee of €9,000 per annum but abated to €200 per annum provided the premises are used for non-profit-making education community purposes only.

The licence expired on 16th August 2021 and the South Central Area Office has confirmed they have no objection to the renewal of the Agreement for a further 5 years.

Accordingly, it is now proposed to grant a new licence of the premises at 82 The Coombe, Dublin 8 to Solas After School Project CLG subject to the following terms and conditions:

1. The premises to be licensed are shown outlined in red on Map Index No. SM-2020-0351.
2. The licence shall be for a term of 5 years commencing on the 17th of August 2021.
3. The annual full open market rental value of the premises shall be a sum of €9,000 (nine thousand euro). However the licence fee shall be abated to €200 (two hundred euro) per annum provided the subject property is used for non-profit-making educational community purposes only.
4. The licence fee (exclusive of all rates and taxes) shall be payable monthly in advance by direct debit.
5. The licensee shall be responsible for all utility bills that become payable on the subject premises during the period of the licence.
6. The licensee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises.
7. The licensee shall accept the premises in its present condition and shall be responsible for any repairs necessary to make it safe and suitable for the activities to be carried out therein subject to agreement with the Council.
8. The licensee shall indemnify Dublin City Council against any and all claims arising from its use of the subject premises. The licensee shall take out and produce Public Liability Insurance in the sum of €6.5 million and Employer Liability Insurance in the sum of €13

million for any incident with a recognised Insurance company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.

9. The licensee shall at all times comply with all Health & Safety legislation.
10. The licensee shall undertake not to commit or not to allow others to commit any act constituting nuisance on the subject premises and ensure the proposed operations do not interfere with the quiet enjoyment of the residential amenity of the adjoining area.
11. The licensee shall not carry out any alteration or development of the proposed licensed area or erect any signage without prior written consent of the Council.
12. In the event that the demised premises cease to be used for the purposes of the Yard Project which provides an alternative education programme for a small number of young people from the area who have experienced difficulties with the formal education system, it shall revert back to the Council free of charge.
13. On termination of the licence, the licensee shall at their own expense remove all items not belonging to the Council excepting any permanent additions to the premises that may have been installed by the licensee to make the premises compliant for occupancy and usable for their purposes and shall leave the property in a clean condition to the satisfaction of the Council.
14. Nothing in the agreement shall be intended to create or shall be taken as creating a relationship of landlord and tenant between the licensor and the licensee and in this regard, the licensee shall sign a Deed of Renunciation of Rights to a new tenancy.
15. The licence can be terminated by either party on giving the other three months' notice in writing.
16. Each party shall be responsible for their own legal fees in this matter.
17. Dublin City Council reserves the right to allow other users access to the licensed area following agreement with the licensee.
18. The licence shall be subject to any terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.
19. The licensee shall be responsible for obtaining planning permission (if necessary) and any other statutory consents and approvals required for the use of the site.

Paul Clegg

Executive Manager