

9<sup>th</sup> November 2021

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

Meeting: 14<sup>th</sup> December 2021

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**With reference to the proposed grant of a further Licence of a plot of land to the rear  
of St. Laurence O’Toole Recreation Centre, Dublin 1.**

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By agreement dated the 5<sup>th</sup> October 2018, a plot of land to the rear of St. Lawrence O’Toole Recreation Centre, Dublin 1, shown outlined on Map Index No. SM2017-0422, was granted under licence by Dublin City Council to North Wall Community Development Project CLG for a term of 11 months from the 11<sup>th</sup> October 2018 and subject to a licence fee of €1,500 per annum but abated to €100 for the licence period, provided the plot was used for non profit making playground purposes between Monday to Friday, 9am to 5pm only. The licence expired on 10<sup>th</sup> September 2019.

It is proposed to grant a further licence to the North Wall Community Development Project CLG, subject to the same terms and conditions as the expired licence and including the terms and conditions set out below:

1. The licence period shall be for a period of 5 years commencing on 11<sup>th</sup> September 2019.
2. The license fee shall be €3,000 per annum but shall be abated to €100 per annum for the period 11<sup>th</sup> September 2019 to 10<sup>th</sup> September 2021, and €3,000 per annum but abated to €200 per annum for the period 11<sup>th</sup> September 2021 to 10<sup>th</sup> September 2024, provided the licensed area is used for non profit making playground purposes between Monday to Friday, 9am to 5pm only.
3. The licensee will be required to sign a Deed of Renunciation.
4. The licence can be terminated by either party on giving the other one months notice in writing.
5. The plot shall be used from Monday to Friday between the hours of 9am – 5pm only.
6. The licensee shall not sub-let or assign the licence area to any other party.
7. All outgoings, including insurance, electricity and the repairs and maintenance of the licence area shall be the sole responsibility of the licensee.
8. The plot shall be used solely for non-profit making playground purposes and in the event of the property ceasing to be used by the licensee for such purpose on a regular basis, the property shall revert free of charge to Dublin City Council.

9. On termination of the licence, the licensee at its 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.
10. The licensee 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 licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the plot which would render void or voidable the insurances of the plot or adjoining premises.
11. The licensee shall be responsible for any repairs and decoration necessary to make the plot safe and suitable for the activities carried out therein.
12. The licensee shall not carry out any alterations to the land without the prior written consent of Dublin City Council.
13. The licensee shall be liable for the payment of any V.A.T. on the creation of this licence agreement.
14. Each party shall be responsible for their own legal costs in this matter.
15. The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

**Paul Clegg**  
**Executive Manager**