

22<sup>nd</sup> February 2022

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

Meeting: 14<sup>th</sup> March 2022

Item No.

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**With reference to the proposed grant of a further licence for use of part of the Drury Street Car Park, Drury Street, Dublin 2.**

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By Licence dated 24/2/2011 approval was granted to use part of Drury Street Car Park for the placement of a storage container which is shown on Map Index SM2010-0600 to Mr. Joseph Clarges for a term of 11 months from 1<sup>st</sup> March 2011.

The licence was subsequently renewed by further agreements with the most recent 2-year licence expiring on 28<sup>th</sup> February 2022.

It is now proposed to grant a further licence to use part of Drury Street Car Park for the placement of a storage container as shown on Map Index No. SM2019-1250 to Mr Joseph Clarges from 1<sup>st</sup> March 2022 subject to the following terms and conditions.

1. The area to be licensed comprises part of the ground floor of Drury Street Car Park, Drury Street, Dublin 2 and is shown on Map Index No.SM2019-1250. However the Council retains the right to move this location to another area within the Car Park if required.
2. The Licence shall be for a period of 2 years commencing on 1<sup>st</sup> March 2022.
3. The Licensee shall be required to sign a Deed of Renunciation.
4. The Licence shall be subject to a fee of €2,700 (two thousand seven hundred euro) per annum.
5. The Licence can be terminated by either party giving one month's notice in writing.
6. The Licensee shall be responsible for fully insuring the storage container and shall indemnify Dublin City Council against any and all claims arising from his use of the premises.
7. Access to the storage container will be restricted to the car park opening hours.
8. The Licensee shall keep the container in good condition and repair during the term of the Licence.

9. On termination of the Licence, the Licensee shall at his 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. The Licence is personal to the Licensee and may not be transferred or otherwise disposed of.
11. Each party shall be responsible for their own professional fees in this matter.
12. The Licence shall be subject to such other terms and conditions as deemed appropriate by the Council's Law Agent.
13. The dates of the performance of any of the requirements of the proposed disposal may be amended at the absolute discretion of the Executive Manager.

*Paul Clegg*

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**Executive Manager**