



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

Development Department,
Civic Offices.

23rd May 2022

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

Meeting: 15th June 2022

Item No.

With reference to the proposed grant of a further licence of part of the Bluebell Community & Youth Centre, Bluebell, Dublin 12 to Canal Communities Regional Youth Services CLG.

The City Council is the owner of the Bluebell Community & Youth Centre which is situated at Bluebell Road, Dublin 12. By way of Agreement dated 7th November 2019 part of the premises which said part is more particularly delineated on Map Index No. SM2011-0274 was let under licence by Dublin City Council to Canal Communities Regional Youth Service Ltd to be used for activities associated with a youth project including a 'Youth Drop In Café' for a term of 3 years from 8th November 2017 and subject to a licence fee of €100 per annum.

The licence expired on 7th November 2020 and the licensee has been overholding under same. The Centre Manager has confirmed they have no objection to the grant of a further licence for a term of 3 years.

Accordingly it is now proposed to grant a licence of part of the premises known as the Bluebell Community & Youth Centre which said part is more particularly delineated on Map Index No. SM2011-0274 to Canal Communities Regional Youth Service CLG subject to the following terms and conditions:

1. That the licence shall be for a period of 3 years commencing 8th November 2020.
2. That the licence fee shall be €34,000 per annum abated to €100 for 2021 and €200 per annum for 2022 & 2023.
3. That the licence is non-transferable and the licensee shall not sublet, sub divide, alienate or part with possession of the subject property.
4. That the licensee shall sign a Deed of Renunciation in respect of the licenced area.

5. That the area which is more particularly delineated on Map Index No. SM2011-0274 shall be used by the licensee for the normal activities associated with the running of a Youth Project which includes a programme "Youth Drop-In Café". Any intention to use the area for any other activity will require the prior permission in writing of Dublin City Council and the notification of the Advisory Group.
6. That Dublin City Council reserves the right to allow other users access to the area from time to time, following consultation with the licensee.
7. That should the licensee wish to use other "bookable spaces" (when available) within the Centre that these must be booked and paid for through the Centre Manager, at the Main Reception desk.
8. There shall be a prohibition on the sale consumption and manufacture of intoxicating liquor in the licenced area except in circumstances when the licensee wishes to use the licenced space to hold occasional events (fund-raisers etc.) at which alcohol might be served. It is the responsibility of the licensee to obtain the prior written consent of the City Council and Centre Manager to the holding of such events and obtain any permits that may be required. The licensee shall also be responsible for ensuring that alcohol shall only be served and consumed by age appropriate persons during such events.
9. Should the licensee require the use of additional space for the provision of its services, an application must be made through the Centre Manager.
10. That the subject space be returned to Dublin City Council should the licensee no longer wish to use it to deliver youth services.
11. That the licensee shall have reasonable access to/use of all common areas including kitchens, toilets etc. and ensure that after use such areas are left in the same condition as found.
12. That the licensee will have the use of the area **mainly** during the opening hours of the centre and should ensure there is sufficient trained staff on duty when the area is being used. The licensee shall be responsible for all appropriate access/egress and control of staff, clients, visitors and other persons through their designated entrance and will ensure adequate signing in and out of said premises. Outside of Centre opening hours when no member of the City Council is on duty and the licensee has the prior approval of the Centre Manager to use its' licensed area then the licensee shall nominate one officer of the club as key holder/alarm operator, this officer will facilitate access to the **licensed area only** by the licensee and its' invitees. During such times the Licensee will have restricted access within the Centre which is controlled by means of a zonal security system. Contact details for the nominated officer (including address, land and mobile phone numbers) will be made known to the Centre Manager.
13. The licensee will provide adequate control and supervision at all times when its' members/invitees are using the Roof Garden and ensure that the planting and horticultural structures in this space are not interfered with.
14. The licensee shall ensure that all its' staff has the appropriate training required to adequately work with and service the needs of their client base.

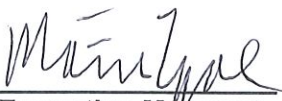
15. Where the licensee is engaged in activities with other clubs, organisations or individuals, that the licensee shall be responsible for use of the licensed area by such groups or individuals.
16. That the licensee shall be responsible for adequately securing the area at all times, against entry by unauthorised persons or damage by third parties and to maintain a safe and secure environment for all users of the licenced area including the taking of all reasonable steps to prevent unauthorised persons gaining access at any time which shall include the locking of all doors, windows and all other apertures.
17. The licensee will be responsible for keeping the licenced area clean and tidy after all use and ensure the highest level of compliance to the standards of cleanliness and tidiness. A levy will be charged on the licensee by the Centre Manager if this condition is not met. A designated member of the service shall be appointed as liaison officer on this issue with the Centre Manager.
18. The licensee will ensure that one (and only one) of their members is appointed to represent the group on the Centre Advisory Group and ensure he/ she attends meetings on a regular basis.
19. That the licensee shall supply all equipment required to run its' services, including sporting equipment, office supplies, kitchen appliances and other equipment - phones, photocopier etc.
20. Should the licensee wish to install a landline, broadband etc. it will be the licensee's responsibility to apply for the connection(s), arrange for the installation and pay associated costs – as well as paying maintenance and line rental costs and costs incurred in the making of phone calls and use of the internet - the licensee shall ensure appropriate access and usage. Such installations will require the prior written consent of Dublin City Council and must not interfere with the fabric of the building.
21. The licensee shall have access to the Bluebell Community and Youth Centre car park. However, a space cannot be guaranteed to be available and no alternative arrangements – financial or otherwise – can be made when the car park is full.
22. Either party on giving the other one month's notice in writing can terminate the licence based on due processes as agreed by both parties.
23. The licensee shall keep the licensed area in good condition and repair during the terms of the licence and shall not make any material changes to it without the prior consent of Dublin City Council.
24. The licensee shall comply with all terms of the building's Waste Management Plan.
25. That the licensee shall indemnify the City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with

the use and occupation of the said premises by means of an insurance policy in the sum of €6.5 million of Public Liability and €13 million of Employers Liability against any claim by any person, employee or invitee of theirs.

26. The licensee will be responsible for insuring its' own contents.
27. The licensee acknowledges and agrees that the building is a no smoking area, other than a designated area on the balcony.
28. On termination of the licence the licensee shall be responsible for the removal of all its' equipment and belongings from the premises and must leave the licensed area clean and in good condition.
29. That the licensee will report any damage to the structure, fittings or equipment caused by its members or invitees to the Centre Manager (Main Desk).
30. That signage be kept to a minimum and requires the prior approval of the Centre Manager.
31. The licensee will ensure that the storage areas are used solely for the storage of items associated with the activities of the licensee. The Centre Manager will be allowed access to inspect these areas subject to reasonable notice and any items found by the Centre Manager not pertaining to the activities of the licensee will be removed and disposed at the cost of the licensee.
32. During the term and at all times, the Licensee to observe and comply in all respects with the provisions and requirements of any and every enactment, regulation, statutory order, statutory instrument, government, departmental, EU, Local Authority Order, regulation or directive, including the recommendations and regulations of the Fire Authority, Health & Safety Authority, Office of Minister of Children and any recommendations and regulations as laid down from time to time by any appropriate body or authority and to indemnify the City Council at all times against all proceedings, actions, costs, charges, claims, expenses, damages and liabilities losses and demands arising from the breach of this Clause. The licensee shall ensure that all staff, clients, service users and visitors shall comply with the above requirements.
33. That the licensee shall ensure compliance with all Health & Safety Legislation prior to the signing of the licence agreement and comply with all Food, Safety and Hygiene Regulations and other Legislation Codes as appropriate.
34. The licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the licensed area giving at least two weeks notice in writing of its intention, (except in emergency situations) without liability to compensate the licensee for any loss, damage or inconvenience, and do all acts necessary for the purpose of carrying out such works to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.

35. That each party shall be responsible for its' own fees in this matter.

36. That the license shall be subject to any other terms and conditions deemed appropriate by the Law Agent.


A/Executive Manager

