

To the Chairperson and Members of
The North Central Area Committee

01/07/2022

Meeting: 18/07/2022

Item No: 4D

With reference to the proposed grant of a Licence to Dublin City Farm and Ecology Centre Ltd to manage and operate St. Anne's City Farm, at lands adjoining St. Anne's Walled Garden, St. Anne's Park, Raheny, Dublin 5.

Dublin City Farm and Ecology Centre Ltd has since 2017 and subject to Licence from the Council, managed and operated St. Anne's City Farm at lands adjoining St. Anne's Walled Garden, St. Anne's Park, Raheny, Dublin 5.

The last licence expired on the 5th March 2021. It is now proposed to grant a 5 year licence to Dublin City Farm and Ecology Centre Ltd to continue managing and operating St. Anne's City Farm shown on Map Index No. SM-2022-0080, subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the property is shown outlined in red on the attached map Index No. SM-2022-0080, having an area of 0.8 acres or thereabouts (3,272 sq. m.). The Licensee is to satisfy themselves as to the boundary.
2. That the Licensor shall grant a licence to the Licensee for a term of 5 years, to commence on 6th March 2021.
3. The market rent is €54,000 per annum.
4. That the licence fee payable shall be €200 (two hundred euro) per annum, plus VAT if applicable, provided the site is solely used for a city farm only, and for no other purpose.
5. That the Licensee shall be responsible for any VAT or stamp duty arising on execution of the Licence.
6. That the Licensee shall be responsible for the maintenance and upkeep of the subject plot and not remove any equipment supplied by Dublin City Council.
7. That the Licensee shall remove all materials not belonging to the Council and leave the property in a clean, tidy and good condition prior to the termination of the licence.

8. That the Licensee shall obtain Public Liability Insurance indemnifying the Licensor in the sum of €6,500,000 (six million and five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million euro) against any and all claims arising from its use of the property and surrounding area/curtilage, and shall provide proof of such insurances to the Licensor.
9. That the Licensee shall be responsible for all outgoings – rates (if applicable), insurance (to pay the annual premium directly to the insurance company and provide proof of such insurances to the Licensor), and any other outgoings, statutory or otherwise, for the duration of the term of the licence from the date of commencement.
10. That the Licensee shall ensure that the appropriate Health and Safety legislation is adhered to.
11. That the Licensee shall not erect any sign or advertisement on the premises without prior approval of the Licensor.
12. That the Licensee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the demised premises.
13. That the Licensee shall be responsible for the proper management and disposal of waste.
14. That the Licensee shall not erect any telecommunications equipment.
15. That in the event the Licensee does not comply with the terms of the licence, the Licensor can terminate the licence on giving one months' prior notice in writing.
16. That the Licensee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the property, without the prior written consent of the Licensor.
17. That in the event of the Licensee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Licensor may revoke this agreement by giving the Licensee notice in writing to that effect or unless otherwise stated in such notice, this agreement shall cease immediately upon such notice having been given.
18. That each party shall pay their own legal fees in this matter.
19. That the Licence shall contain all the covenants and conditions normally contained in the Licensor's licences of this nature and any other terms and conditions deemed appropriate by the Law Agent.
20. That the Licensee will be required to sign a Deed of Renunciation, with the benefit of legal advice.

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

Maire Igoe
A/ Executive Manager

01 July 2022
Date