

9<sup>th</sup> September 2022

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

Meeting: 21<sup>st</sup> September 2022

Item No.

---

**With reference to the proposed grant of a further licence of 80 The Coombe to Solas After School Project CLG.**

---

By way of Agreement dated 17<sup>th</sup> November 2014, the premises at No. 80 The Coombe, Dublin 8 which is more particularly delineated on Map Index No. SM-2014-0593 was let under licence to Solas After School Project Limited subject to a reduced licence fee of €2,400 so long as the property was used for non-profit-making educational community purposes only (Managers Order D396 dated 15<sup>th</sup> October 2014 refers).

This licence was subsequently renewed and the most recent licence will expire on 16<sup>th</sup> November 2022. The South Central Area has confirmed that they have no objections to the grant of a further licence to Solas After School Project CLG and in order to bring the rent in line with other similar community groups, an abated rent of €200 per annum will apply, so long as the property is used for non-profit-making educational community purposes only. Accordingly, it is proposed to grant a further licence of the premises to Solas After School Project CLG subject to the following terms and conditions:

1. The premises comprise No. 80 The Coombe, Dublin 8, shown outlined in red on Map Index No. SM-2014-0593.
2. The term of the Licence shall be for 4 years commencing on 17<sup>th</sup> November 2022.
3. The Licence fee shall be abated to €200 per annum provided the subject property is used for non-profit-making educational community purposes only. Should the property start being used for any other purpose, the rent shall revert to the annual full open market rental value of €8,500 per annum.
4. The Licensee shall sign a Renunciation of Rights to a New Tenancy.
5. The Licensee shall be responsible for all outgoing rates, charges, fees and any other outgoing that may 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 keep the demised premises in a good state of repair and carry out all maintenance and repairs.
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 as an administrative and youth work space for the delivery of programmes and services to young people living in the area who are experiencing intergenerational economic, cultural and educational disadvantage, they 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 and shall leave the property in a clean condition to the satisfaction of the Council.
14. The parties hereto accept that this Agreement is a Licence Agreement for the use of the premises only and that it does not constitute nor is it intended to constitute a tenancy of any sort in the premises. Nothing herein contained is intended to create or shall be taken as creating a relationship of landlord and tenant between the Licensor and the Licensee.
15. Each party shall be responsible for its own legal fees in this matter.
16. Dublin City Council reserves the right to allow other users access to the Licensed Area following consultation with the Licensee.
17. The Licence shall be subject to any terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.

**Máire Igoe**

**Acting Executive Manager**