

28th November 2022

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

Meeting: 13th December 2022

Item No.

**With reference to the proposed grant of a further licence of Lourdes Parish Hall,
Rutland Street, Dublin 1 to Francesca Arkins and Christy Fagan**

By way of Agreement dated 6th June 2013, Dublin City Council granted an 11-month licence of the premises at Lourdes Parish Hall, Rutland Street, Dublin 1 to both Francesca Arkins and Christy Fagan to run a Dance Academy and a Tae Kwon Do Club, respectively, for a period of 11 months from 1st May 2013 and subject to a licence fee of €500.

This licence was subsequently renewed and the most recent licence expired on 30th November 2022. The Central Area Office has confirmed that they have no objection to the grant of a further licence.

Accordingly, it is proposed to grant a new licence of the premises known as Lourdes Parish Hall, Rutland Street, Dublin 1 to Francesca Arkins and Christy Fagan subject to the following terms and conditions:

1. The Licence shall be for a period of 2 years commencing on 1st December 2022.
2. The Licensed Area is shown on Map Index No. SM-2013-0248.
3. The Licence shall be subject to a Licence fee of €33,000 (thirty thousand euro) per annum.
4. The Licence fee shall be abated to €500 (five hundred euro) per annum provided the premises are used by Francesca Arkins and Christy Fagan as a Dance Academy and Taekwondo Club, respectively, and related activities thereto (which have been agreed in advance with the Council) only.
5. The Licensees are obliged to sign a Deed of Renunciation.
6. The Licensed area may be used from Monday to Saturday from 9.30am to 9.30pm and Sunday (on occasions) from 11.30am to 10.30pm. The Licensed Area may only be used outside of those hours with the expressed permission of Dublin City Council.
7. Keys to the premises shall only be held by Francesca Arkins and Christy Fagan who shall be responsible for their use and all security issues associated with their use.
8. The Licence can be terminated by either party on giving the other one month's notice in writing.

9. The Licensees shall be responsible for all outgoing including electricity, water, rates and any taxes or charges which may be due on the Licensed Area.
10. The Licensees shall be responsible for their own waste removal from the premises and shall make their own arrangements for same. The Licensees shall remove on a daily basis all waste and refuse from the Licensed Area. Waste and refuse shall not be permitted to be stored outside of the Licensed Area at any time. The Licensees shall comply with all the terms of Dublin City Council's Waste Management Plan.
11. The Licence is personal to the Licensees and shall not be capable of transfer, sub-licence, assignment, mortgage or charge.
12. The Licensees shall keep the Licensed Area in good condition and repair during the term of the licence and shall not make any material changes to the subject property without the prior consent of the Council. The City Council shall only be responsible for any structural repairs and maintenance.
13. The Licensees shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the premises.
14. The Licensees shall obtain a high level of Public Liability Insurance and Employers Liability Insurance (if applicable), which shall indemnify the Council against any and all claims arising from the Licensees use of the premises. The Council will have an absolute right to set a minimum level of Public Liability and Employers Liability insurance and to review the figures on a yearly basis (the current minimum levels are €6.5million and €13million respectively). Instructors not in the actual employ of the Licensees must also have their own insurance as above, with the same indemnity to the Council.
15. On termination of the Licence, the Licensees shall be responsible for the removal of all their materials not belonging to the City Council from the premises.
16. The Licence will be subject to any additional terms and conditions deemed appropriate by the Law Agent.
17. The dates for the performance of any requirements of the agreement may be amended at the absolute discretion of the Acting Executive Manager.

Máire Igoe

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Acting Executive Manager