

**The Chairman and Members of  
North West Area Committee.**

**Meeting: 16<sup>th</sup> May 2023**

**Item No: 6**

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**With reference to the proposed grant of a 3 Year Licence in Unit 3, The Turnpike, Santry Cross, Ballymun, Dublin 11.**

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Since December 2016 and by way of successive 12 month licences, Dogs Aid Animal Sanctuary, Meakstown Co Dublin, have been in occupation of Unit 3, The Turnpike, Santry Cross, Ballymun, Dublin 11. The last licence agreement expired on the 30<sup>th</sup> November 2021.

The premises is shown on Map Index, No: SM-2016-0269.

Dogs Aid Animal Sanctuary provides help to animals that are unwanted and/or abandoned in Dublin, and whose mission is to house or to rehome these animals. In order to facilitate the continuance of this service, it is proposed to grant a 3 year Licence, to Margaret Howard on behalf of Dogs Aid Animal Sanctuary (The Licensee) subject to the following terms and conditions.

1. That the subject property comprises a self-contained ground floor Unit No. 3 located in the Turnpike, Santry Cross which is shown outlined in red and shaded pink on attached map Index No: SM-2016-0269.
2. That Dublin City Council shall grant a 3 (three) year Licence commencing on the 1st December 2021.
3. That the subject property shall be used solely for animal clinic use in connection with the Licensee's Registered Charity status, for an abated rent of €200 (two hundred euro) plus VAT (if applicable), per annum.
4. A commercial rent of €14,000 (fourteen thousand euro) plus VAT (if applicable), per annum, shall be payable if the subject premises are used for any other purpose.
5. That the permitted business hours for the Animal Clinic use shall be between 2.00pm to 8.00pm on Tuesdays only. The permitted times of use for the premises may be extended subject to the prior written agreement of the Licensor.
6. Access to the clinic shall be by prior appointment with the Licensee. Animals are not allowed in the premises outside of these times.
7. That the Licensee shall be responsible for all outgoings associated with its use of the subject property including inter alia: taxes, rates, utilities, building insurance, service charges and waste disposal.
8. That the Licensee shall be responsible for internally repairing the property including all windows, doors and plate glass.

9. That the Licensee shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (if applicable) (minimum of €13 million) shall be required.
10. That the Licensee shall ensure that its use and occupation of the property complies with all necessary statutory consents.
11. That the Licensee shall not assign, sublet or part with possession of the property or part thereof. The abated rent is strictly personal to Dogs Aid Animal Sanctuary.
12. That the Licensee shall not erect any sign or advertisement on the premises without prior written consent from the Licensor.
13. That the Licensee shall not carry out any structural alterations to the property without prior written consent from the Licensor.
14. That upon expiry of the Agreement, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the Council.
15. That the Licensee shall sign a Renunciation of Rights to a New Tenancy.
16. That each party shall be responsible for their own fees and costs in this matter.

The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

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

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**Máire Igoe**  
**Acting Executive Manager**