

4<sup>th</sup> July 2023

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

Meeting: 11<sup>th</sup> July 2023

Item No.

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**With reference to the proposed grant of a further licence of the Crèche Unit at Liberty  
Corner Development, Foley Street, Dublin 1**

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By agreement dated 20<sup>th</sup> September 2017, the Crèche Unit at Liberty Corner Development, Foley Street, Dublin 1 was let under licence by Dublin City Council to Davencrest Limited from 1<sup>st</sup> June 2017 for a term of 3 years and subject to an annual licence fee of €1.00 per annum, provided the premises was used for the purposes of a Community Crèche & Montessori only and for no other purpose. The licence was subsequently renewed for a further term of 3 years from 1<sup>st</sup> June 2020 to 31<sup>st</sup> May 2023.

The Central Area Office has indicated that it has no objection to the grant of a further agreement and accordingly, it is proposed to grant a further licence to Davencrest Ltd t/a Kids Inc. subject to the following terms and conditions:

1. The Licence shall be for a period of 3 years commencing on the 1<sup>st</sup> June 2023.
2. The Licensed Unit is shown outlined red and coloured pink on Map Index No. SM-2016-0508.
3. The Licence fee shall be €48,000, abated to €200 per annum on the basis that the premises continues to be run as Community Crèche & Montessori only and for no other purpose.
4. The Licensee will be required to open the premises from 8am-6pm Monday to Friday inclusive, 51 weeks of the year. The licensed hours will extend from 7am-9pm Monday to Friday to permit setup time, cleaning and maintenance. Any access outside of these hours will be agreed with the Council.
5. The Licensee must ensure that priority places are given to children requiring full-time childcare from low-income families from the local area. In the event that at any given time there are insufficient children from such circumstances, the Licensee may take in other children. The Licensee should endeavour, if possible, to provide spaces to infants from three months old.
6. The Licensee will be required to accommodate children whose places qualify for funding under current/future national funding programmes.
7. The Licensee will provide a minimum of 25 full-time places.
8. The Licensee will provide cooked meals.

9. The Childcare Fee Structure cannot be altered without prior written agreement from Dublin City Council.
10. The Licensee must nominate a dedicated Account Manager who will act as a main point of contact with Dublin City Council for the duration of the Agreement. This person shall have the authority to deal with all matters in relation to the Licence and the operation of the crèche and will be responsible for the satisfactory delivery of the services required.
11. The Licensee will provide Financial and Statistical reports to Dublin City Council on a quarterly basis.
12. The Licensee shall be responsible for and pay for Gas, Electricity and other utilities. However, the cost of utilities to a maximum of €6,700 (six thousand seven hundred euro) can be recouped from Dublin City Council by way of a request for payment.
13. The Licensee shall be responsible for costs associated with the rental of equipment from the Dublin City Council appointed contractor for Fire prevention and the associated costs of the service and inspection of the equipment.
14. The Licensee shall be responsible for the cost of monitoring and servicing of the Intruder and Fire alarm systems with Dublin City Council's appointed contractor.
15. The costs of the service contract on the Telephone Service shall be borne by the Licensee.
16. The Licensee shall be responsible for the replacement of all glass, internal or external, in the windows and doors, in the event of damage or breakage. However the cost of replacement of external glass shall be recouped from Dublin City Council.
17. That the cost of the maintenance and repair of the CCTV for the crèche building shall be borne by the Licensee.
18. The Licensee will be required to paint the interior of the building at their expense every two years, or more often, if required.
19. Dublin City Council will be responsible for and bear the costs for the following:
  - (i) The maintenance and repair of the boiler and heating system in the crèche.
  - (ii) The repair and maintenance of the outdoor play area in Liberty Park.
  - (iii) The payment of the invoices from the Management Company for the Liberty Corner Development relating to the management fees for the crèche facility including refuse fees and the maintenance of one parking space.
  - (iv) The payment of invoices to recoup the costs of replacing external glass, as outlined at No. 15 above.
20. Requests for payment under 12 and 16 above must incorporate the following:
  - (i) A letter of request to Dublin City Council outlining the details of the request for payment.
  - (ii) A copy of each related invoice which is being claimed.
21. Dublin City Council will pay the Licensee a subvention payment for operational costs incurred in relation to the running of the community crèche in the sum of €17,325 (seventeen thousand three hundred and twenty-five euro) exclusive of VAT per annum, quarterly in advance from the date of commencement of the Licence.
22. Dublin City Council will provide an annual investment up to a maximum of €5,000 (five thousand euro) per annum for the purchase of equipment (play equipment, furniture,

kitchen appliances etc.). The equipment shall remain the property of Dublin City Council. The purchase of any equipment must be agreed in advance between the parties and the costs shall be recouped from Dublin City Council on the provision of relevant invoices.

23. The Licensee will be required to sign a Deed of Renunciation.
24. The Licensee shall not assign or sublet the premises.
25. The Licensee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the 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 €13,000,000 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.
26. The Licensee shall keep the premises in good condition and repair during the term of the Licence.
27. The Licensee must comply with any relevant Laws and Standards such as Health and Safety Regulations, Childcare Regulations and Employment Law in order to operate the facility.
28. The Licensee will be required to provide a high quality service to the community and comply with the requirements of the Childcare regulations (Health Service Executive) to ensure that the crèche maintains its status as a registered Childcare Facility.
29. The Licence can be terminated by either party giving one month's notice in writing.
30. On termination of the Licence, 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 City Council.
31. The Licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.
32. Each party shall be responsible for its own fees in this matter.

*Máire Igoe*

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