

28<sup>th</sup> June 2023

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

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

Item No.

---

**With reference to the proposed grant of a further licence for the use of the site  
at 543-551 North Circular Road and 17 Russell Street, Dublin 1**

---

By way of Agreement dated 30<sup>th</sup> May 2019 the site known as 543-551 North Circular Road and 17 Russell Street, Dublin 1, which is more particularly delineated on Map Index No. SM-2019-0233, was granted by Dublin City Council to Via Mercanti Limited T/A Cairn Construction for a period of 12 months commencing 30<sup>th</sup> May 2019 and subject to a licence fee of €1,000.00 per month to use as a works compound. The licence was subsequently renewed in 2020, 2021 and 2022 with the current licence having expired on 29<sup>th</sup> May 2023.

As the Council will not require possession of the site in the short term there is no objection to the continued occupation of the site as a works compound and the Chief Valuer has reported that the following terms and conditions have been agreed with Via Mercanti Limited T/A Cairn Construction for the grant of a further 24 month licence and he recommends them as being fair and reasonable:

1. That the subject site is shown outlined in red on Map Index No. SM-2019-0233.
2. That the licence shall be for a period of 24 (twenty four) months commencing on 30<sup>th</sup> May 2023. The licence may be extended thereafter, subject to the agreement of the Council.
3. That the subject site shall be used as a works compound and the licensee shall not permit the site, or any part thereof, to be used for any other purpose. The licensee shall be responsible for obtaining planning permission (if necessary) for the use of the subject site. That the subject site shall be used during permitted hours only, Monday to Friday between 7am – 6pm and Saturday 8am – 2pm.
4. That the licence fee shall be €1,100 (one thousand and one hundred euro) per month plus VAT (if applicable), payable three months in advance by electronic funds transfer.
5. That due to the strategic importance of the site, the Council may terminate the licence and take possession of the site upon giving three months prior written notice. The licensee may also terminate the licence upon giving three months prior written notice to the Council.
6. That the licensee shall indemnify the Council against any claims for compensation that may be made arising from its usage of the site and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million). That

the evidence of insurance is to be submitted to the Council prior to entry onto the licensed area.

7. That the licensee shall erect (if required) suitable boundaries to enclose the site. The licensee shall be responsible for ensuring that the subject site and the main access gate off Russell Street is adequately secured at all times.
8. The licensee shall be responsible for repairing and maintaining the subject site including all boundaries and access gates in good and substantial repair.
9. That the licensee shall ensure that the highest level of Health & Safety Standards apply to the use of the site.
10. That the licensee shall be responsible for any loss or damage to goods, materials, vehicles and machinery on the subject site.
11. That the licensee shall keep the site in a reasonably tidy condition. Upon termination/expiry of the licence, the licensee shall at its own expense remove all materials and goods not belonging to the Council and shall leave the site clean, cleared and reinstated to the written satisfaction of the Council.
12. That the licensee shall not excavate the site or interfere or damage services (if any) that encumber the site. Minor excavation works for site levelling purposes shall be allowed subject to the prior written consent of the Council.
13. The licensee shall be responsible for all outgoings including, inter alia, rates, taxes and outgoings assessed on the site during the term of the licence.
14. That the Council, its officials, employees or agents shall have the right to enter upon the site, for the purposes of ensuring the terms of this licence are complied with.
15. That the licensee shall not assign, sublet or part with possession of the site or any part thereof.
16. That the licensee shall sign a Deed of Renunciation.
17. That each party shall be responsible for its own costs in this matter.
18. That the licence shall contain such other covenants and conditions as deemed appropriate by the Council's Law Agent and as normally contained in Council licences of this nature.
19. That this proposal is subject to the necessary approval being obtained from the Council.
20. That no agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

**Máire Igoe**

---

**Máire Igoe**

**Acting Executive Manager**