

28th November 2023

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

Meeting: 20th December 2023

Item No

With reference to the proposed grant of a Licence of a Room in Ballyfermot Civic Centre, Dublin 10

By way of agreement dated 1st June 2020 a first floor room in Ballyfermot Community Civic Centre, Dublin 10 shown on Map Index No. SM2019-1090 was let under licence by Dublin City Council to Stewarts Care Limited for a term of 12 months from 1st June 2020 subject to a licence fee of €9600 per annum for use as office space.

The most recent agreement has expired and the Centre Manager in Ballyfermot Civic Centre has agreed to offer a new Licence for a term of 2 years commencing 1st January 2024.

1. That the licensed property comprises a first floor room within Ballyfermot Community Civic Centre, Ballyfermot, Dublin 10 as shown on the attached map Ref. No. SM-2019-1090. The rights of way for the access to shared facility areas are indicatively shown coloured in yellow.
2. That the licence shall be for a period of 2 years commencing on 1st January 2024 and shall be for office use only.
3. That the licence fee of €9,600 (nine thousand and six hundred euro) full open market value, shall be payable quarterly in advance (VAT not applicable).
4. That the Licensee shall be responsible for all outgoings associated with its use of the licensed property including inter alia rates, taxes and utilities.
5. That the Licensee shall be responsible for the payment of service charges. The amount shall be determined by the management company based on the licenced area and the Licensee shall enter into a standing order agreement for the payment of same.
6. That the Licensee shall be responsible for the internal repair and upkeep of the licensed area.
7. That the Licensee shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Licensee shall take out and produce to Dublin City Council Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million).
8. That the Licensee shall ensure that its use and occupation of the licensed area complies with all statutory consents.
9. That the Licensee shall not assign or sublet the premises.
10. That the Licensee shall not carry out any structural alterations without the prior written consent of the Licensor.

11. That the permitted business hours shall be 9.00am to 5.00pm, Monday to Friday. Any use outside the core business hours is permitted subject to the agreement with local manager.
12. That the Licensee shall not erect any sign or advertisement on the premises without the prior approval of the Council.
13. That upon expiry 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.
14. That the licence can be terminated by either party giving one months prior written notice.
15. That the Licensee shall sign a Deed of Renunciation.
16. That the licence shall be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
17. That each party shall be responsible for their own fees and costs in this matter.

Máire Igoe
Acting Executive Manager

Date: 29/11/2023