

19/08/2019

To the Chairperson and Members of  
The Central Area Committee

**With reference to the proposed grant of a licence of a Crèche facility between blocks 5-9 Rory O'Connor House, Hardwicke Street Flats, Dublin 1.**

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It is proposed to grant an 18-month licence of a crèche facility between blocks 5-9 Rory O'Connor House to Lourdes Youth and Community Services Company Limited By Guarantee subject to the following terms and conditions -

1. The licensed property comprises a self-contained crèche building with an outdoor playground, located at Rory O'Connor House, Hardwicke Street, Dublin 1. The subject property is shown outlined in red on the attached map index. No. SM-2018-0539.
2. The Licence shall be for a period of 18 (eighteen) months commencing as soon as practically possible in 2019. The licence may be extended thereafter, subject to the agreement of the Council.
3. The abated licensee fee shall be a sum of €130 (one hundred and thirty euro) plus VAT (if applicable) per annum subject to the licensed unit being used as a community crèche on a non-profit basis. A commercial licence fee of €45,000 (forty five thousand euro) plus VAT (if applicable) per annum shall be payable if the licensed unit is used for any other purpose.
4. The Licence fee shall be payable annually in advance.
5. The Licensee is required to accommodate children whose places qualify for funding under the current/future National Funding Programmes.
6. The keys to the property shall be held by nominated key-holders. The Licensee shall be responsible for the costs associated with key holding services provided by the Council's nominated contractor.
7. The Licensee shall be responsible for all outgoing associated with its use of the licensed property including inter alia rates, taxes and utilities.
8. The Licensee shall be responsible for the internal repair and upkeep of the licensed area including the courtyard and play area. That the Licensee shall be responsible for maintenance and repair of the heating system, gutters, drains and sewers. The Licensee shall paint the interior of the property when required.
9. The Licensee shall be responsible for the replacement of all glass, internal and external, in the windows and doors in the event of damage or breakage.
10. The Licensee shall keep the property in a reasonably tidy condition during the course of this agreement. This includes the exterior grounds, courtyard and play area of the property.
11. The Licensee shall maintain at their own expense a suitable container for the holding and removal of rubbish and shall be responsible for the collection and disposal of any litter on the property including the exterior grounds, courtyard and play area. The Licensee shall comply with all of the terms of the Council's Waste Management Plan.

12. The Council shall be responsible for the maintenance costs for the structure / fabric of the property.
13. The Licensee is required to inspect, on a regular basis, the state of repair and condition of the property, and, in consultation with the Council, to undertake the necessary works of repair and maintenance of the interior to the property including fixtures and fittings therein.
14. The Licensee agrees that the Council or its nominees will at all times have immediate access to the property to carry out all works that the Council deem appropriate. The Licensee further agrees that the Council shall not be obliged to compensate the Licensee under any circumstances or howsoever arising as a result of the use of this right of access.
15. The Licensee shall be responsible for the costs of the monitoring and servicing of the intruder and fire alarm system and CCTV system with the Council appointed contractor.
16. The Council will provide the parking permits to the Licensee to be used by staff members only in the Rory O'Connor flat complex. The Council will take no responsibility for vehicles or their contents parked in this area. The parked vehicles shall be at its owner's sole risk.
17. 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. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required. That the Licensee shall insure all their goods and content within the property including courtyard and play area.
18. The permitted business hours shall be 7.00am to 9.00pm, Monday to Friday, any access outside those hours to be agreed with the Council.
19. The Licensee shall, during their permitted operational days and hours of use, adequately secure the property against entry by unauthorised persons or damage by third parties and maintain a safe and secure environment for all users of the premises including the taking of all reasonable steps to prevent undesirable persons gaining access at any time which shall include the locking of all doors, windows and all other apertures located in the property.
20. The Licensee shall ensure that its use and occupation of the licensed area complies with all statutory consents including all Health and Safety Legislation.
21. The Licensee shall insure that the interior and exterior of the property, including the courtyard and play area, is a non-smoking area in its entirety.
22. The Licensee shall not assign or sublet the premises.
23. The Licensee shall not remove or allow any other person to remove any furniture, fixtures and fittings, appliances and any other items supplied by the Council.
24. The Licensee shall not carry out any structural alterations without the prior written consent of the Licensor.
25. The Licensee shall not erect any sign or advertisement on the premises without the prior approval of the Council.
26. The Licensee shall not allow the sale or consumption of any intoxication liquor / substances on the premises.
27. The Council may terminate the licence and take possession of the property upon giving 4 (four) weeks prior written notice.
28. The Licensee shall manage and operate the property in a lawful and civic manner subject to the terms and conditions as set out in this Agreement.
29. In the event of a breach, non-performance or non-observance by the Licensee of any of the conditions contained herein, the Council shall be at liberty to terminate the agreement upon giving 5 (five) days prior written notice.

30. Upon expiry of the License, 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 Licensee shall sign a Renunciation of Rights to a New Tenancy.
32. Each part shall be responsible for their own fees and costs in this matter.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

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

**Helen McNamara** \_\_\_\_\_  
**Senior Executive Officer**

**22/8/2019** \_\_\_\_\_  
**Date**