



## Development Licence -Draft



Comhairle Cathrach  
Bhaile Átha Cliath  
Dublin City Council

Rannóg  
Ailtire  
na Cathrach  
City  
Architect's  
Division

Note: The terms and conditions described hereunder comprise a preliminary non-binding list of the key issues to be detailed and confirmed in full with the Purchasers of the Fishamble St. site, when a Final Development Licence will be agreed.

The Development licence will consist of 4 parts:

- i) Design
- ii) Planning permission
- iii) Construction
- iv) Terms of residency

### **i) Design**

1. The Purchasers will be responsible for appointing a design team and appointing a contractor to build the scheme. The Council will assist the Purchaser's design team with any Dublin House-specific queries. Each party shall be responsible for their own professional fees and associate costs at all stages of the project.
2. The proposed new development will have considerable architectural merit and be of a high quality design and specification. In this regard the Purchasers' Architect shall be required to liaise closely, from an early stage, with the City Architects Division, the Planning Department, City Archaeologist etc by way of pre-planning consultations etc.
3. It would be envisaged that preferably no 1-bed units would be provided for in the development given that this household size has already been well catered for in the city centre, however a single 1-bed unit may be provided within the overall development where it comprises part of a larger development of family sized apartments.
4. Uses other than residential use may be proposed for the ground floor, e.g. a commercial unit that would be managed and used by a household, however such uses would require prior agreement with the City Council. Due to the archaeological constraints of the site, proposals for any basement provision would be deemed unfeasible.
5. Parking provision on site will not be permitted.
6. The development shall comply with all statutory consents, planning and building regulations, and the Development Standards as described in the City Development Plan 2011-2017.

## **ii) Planning permission**

7. The Purchasers will be required to apply for planning permission for the proposed development within 6 months of the execution of the Development Licence.
8. An application for planning permission will be subject to the same planning application fees and development levies as would be imposed on any standard private development. The Purchasers will bear all planning risk and the cost of any appeals that may arise.
9. If the Purchasers are unable or unwilling to obtain planning permission within 2 years of the execution of the Development Licence, the Council reserves the right to terminate the Development Licence at one month's notice. In such instance, the title of the site will transfer back to the Council and any monies received by the Council for the consideration of the site shall be refunded without the payment of interest. The Council will not be held liable for any costs borne by the Purchasers. The Council will retain the right to seek renewed expressions of interest in the Dublin House Fishamble Street project and run a lottery to select a new Winning Group.
10. If planning permission is refused either by Dublin City Council or An Bord Pleanála then either party may rescind the Contract within one month from the date of such refusal and in such circumstances any monies received by the Council for the consideration of the site shall be refunded without the payment of interest. Planning application fees will not be refunded.

## **iii) Construction**

11. The Purchasers shall commence construction within 9 months from the date of final planning permission being granted.
12. Where contract disputes arise, industry standards of dispute resolution shall apply. More detail will be provided in the final Development Licence.
13. Once the building envelope is complete and the works are carried out to the satisfaction of the City Architect, the Completion of Contract will occur, as will be later defined in the Final Development Licence. At such time, the City Council shall transfer its interest in the property to the Purchasers and the remainder of the disposal price will be paid.
14. The dates for the performances of any of the requirements of the Development Licence may be amended at the absolute discretion of the Chief Executive Officer of Dublin City Council.
15. Each party shall be responsible for their own professional fees and associate costs at all stages of the project.
16. The Purchasers may terminate their interest in the Dublin House Fishamble St. project by providing one month's written notice to the Council. The Council

will not be held liable for any costs borne by the Purchasers. More detail will be provided in the final Development Licence.

#### **iv) Terms of residency**

17. The units when built will be used as the principal private residence of the Purchasers.
18. The Purchasers will reside in their properties as their primary place of residence for a period of not less than 10 years or such shorter period as the Council agrees.
19. There may be a requirement for a Household wishing to leave/sell the property to offer the property for sale to the remaining Households or a nominee of the remaining Households at market value before it is offered for sale to the general public.
20. The disposal of an apartment or the entire development to an investor for e.g., a “buy to rent” scheme is specifically excluded.
21. Annual Management fees will need to be determined by the Group
22. As Dublin House Fishamble St. is a pilot project, the Council would encourage this model of housing delivery to be replicated in other parts of the city. There may be terms suggested by the Council in the final Development Licence to advance this objective, but which would require agreement from the Purchasers; e.g. Households may be requested to assist other Groups wishing to use the same model of delivery for other Dublin House projects. Other terms could include allowing visitors or potential developers of other Dublin House sites permission to view their property in the first five years for demonstration purposes, e.g. 2 days per year, or to make the properties available for view as part of Open House Dublin. Such terms would all be subject to the agreement of the Households.
23. The Purchasers may agree a set of house rules as a form of self regulation, which would require inclusion in the Memo and Articles of Association of the Group.

Note: In the event of a default on the ‘Development Licence’ a charge may be put on the property. More detail will be provided in the Final Development Licence when issued.