



Terms and Conditions of Disposal



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

Rannóg
Ailtire
na Cathrach
City
Architect's
Division

TERMS AND CONDITIONS FOR THE DISPOSAL OF DUBLIN HOUSE 29-30 FISHAMBLE ST.

Site

1. Dublin City Council is bringing the site at 29 & 30 Fishamble Street to the market for the development known as the 'Dublin House Project'.
2. Dublin City Council holds the freehold title to the site.
3. The site is approximately 127m² in area.
4. The site is zoned Z5 in the Dublin City Development Plan 2011-2017: '*To consolidate and facilitate the development of the central area, and to identify, reinforce and strengthen and protect its civic design character and dignity.*'
5. The site is located in a zone of archaeological importance. Applicants should envisage retaining their own Archaeologist during the design, planning and construction phases of the project, as the structural strategy of the building will be determined by archaeological constraints.
6. The site will be disposed of as is; the City Council will not bear any responsibility for further site clearance costs/ site investigations, enabling works / archaeological excavations or any costs associated with preparing or securing the site during the development stage. All risks associated with the development of this site must be borne by the purchasing Group.

Note: A technical package comprising utility maps, archaeological report, etc is available to download for guidance purposes only. Applicants should obtain updated information and engage their own Consultants where required.

Eligibility of Application

7. Applications to purchase and develop the site must be made on the prescribed Dublin House Application Form only.
8. Applications may be submitted by a Group consisting of households (a family or a number of cohabiting persons) who will develop the Dublin House Fishamble Street site in its entirety. The names of all persons who intend residing in each household must be included in the Dublin House Application Form.

9. There must be a minimum of two, and a maximum of four households in the Group.
10. Dublin City Council staff, their partners or family are not eligible to apply.
11. 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.
12. Each household must have a designated Household Leader who is over 18 years of age and answers for that household.
13. Each Group must have a designated head appointed as the Group Primary Contact who is over 18 years of age and will have a mandate from all the households to speak on their behalf. The Group Primary Contact could be a member from one of the households or an agent acting on behalf of the group, e.g. a solicitor, architect etc. All correspondence will be addressed to/from this person.
14. Households may be first-time buyers or currently own residential property i.e. they may be second-time buyers etc. Notwithstanding this, at least one person from each household must inhabit the Dublin House, as an owner-occupier and as their primary place of residence for a period of not less than 10 years or such shorter period as the Council agrees.
15. The Group must satisfy themselves that the space and bedroom requirements for each of the households in the group, can be accommodated on the Fishamble St. site, having regard to the approximate areas and schematic layouts contained as guidance in the Dublin House booklet.
16. Each household must have the ability to finance their share of the development either through their own funds or via a mortgage. It is up to each Group to calculate the costs to develop Dublin House to their requirements. Dublin City Council will not provide advice in this regard, however a rough outline of indicative costs for the building design illustrated in the Dublin House booklet could amount to:

• Site Acquisition Cost:	€150k
• Construction Cost: (depending on the level of fit-out, materials used, unit sizes etc)	€800-900k +VAT
• Consultancy (approx 12% of the construction cost): (architect, archaeologist, quantity surveyor, engineers: structural, mechanical & electrical etc)	€96-108k +VAT
• Planning fees & levies, Utility connection fees:	€40-50k
• Project Management, legals & contingency:	€35-50k +VAT
Total:	€1,121M-1,258M +VAT

Note:

- Construction VAT is 13.5%, Consultancy VAT is 23%

- Annual Management fees will need to be determined by the Group

All of the above costs are indicative only and should only be used for guidance purposes.

17. In submitting an application, each Group must be able to provide verifiable evidence from their financial institution **or solicitor** confirming that sufficient funding is already in place, or that mortgage approval in principle has been secured for the Group. **Confirmation that sufficient finance is in place or that mortgage approval in principle has been secured for the Group, must be issued either from a single nominated financial institution for the entire group of households, or as separate confirmations from financial institutions for each of the applicant households.** Where financing is to be arranged via a mortgage, it is up to the Group and the bank to decide how this is to be arranged, e.g. a single mortgage for the Group could be arranged for the purchase of the site and all the common works (e.g. the construction of the building shell and core/envelope, the fit-out of common areas, etc), and individual mortgages could be arranged for each household with regard to the fit-out costs for their own individual apartments.
18. The Group selected to undertake the Dublin house project (hereafter called the Winning Group) will be required to form a legal entity that will design, construct and manage the development.
19. Dublin City Council will not play a role in bringing interested households together to form a Group

Selection of Winning Group

20. The Winning Group will be selected from a lottery of completed Application Forms from eligible applicant groups: i.e.: there must be a minimum of two, and a maximum of four households in the Group; and written confirmation must be provided that sufficient financial resources are in place.
21. Incomplete applications may be deemed ineligible.

Transfer of title

22. The Winning Group will be required to form a legal entity within 3 months of their notification of the lottery result. The Council would advise that the Winning Group take legal and taxation advice from a competent expert in this undertaking. The legal entity must be able to sign contracts and agreements with the Council and other consultants (architects, engineers etc) and will be held legally accountable for the actions of the Winning Group.
23. The legal entity will be by way of a limited company, and approved by Dublin City Council. Dublin City Council will assist with the preparation of the

Memorandum and Articles of Association for that company, if requested to do so by the Winning Group.

24. The Memorandum and Articles of Association will define the most appropriate legal arrangements for the distribution of ownership within the scheme. The Winning Group must decide amongst themselves how much each household needs to contribute financially. The Memorandum and Articles of Association must also be agreed with the Group's Lending Institution.
25. The Dublin House scheme at Fishamble St. will not be subject to the Multi Unit Development Act 2011 as less than 5 units will be proposed for the site. The disposal can therefore be made to a company set up by the Winning Group without the requirement for the disposal of the common areas to a Management Company. However the Winning Group is free to set one up if they wish.
26. Once the legal entity has been formed and agreed with Dublin City Council, the City Council will bring forward a recommendation to Council to dispose of the site to the Winning Group subject to a 'Development Licence'.
27. The process by which the City Council disposes of land and properties is covered by Section 183 of the Local Government Act 2011. The recommendation to dispose of the site is a reserved function of the elected members / Councillors of the City Council who may decide to accept, reject or amend the recommendation subject to conditions. The Councillors will require details of the project, purchasers, price/consideration being paid for the site and any licences that may apply to the disposal.
28. In the event that the Councillors reject the recommendation to dispose of the site, the Council will not be liable for any costs borne by the Winning Group to that date.
29. In the event that the Councillors accept the recommendation or amend it subject to conditions, the Council shall agree the terms and conditions of the Development Licence with the Winning Group.
30. The Development Licence will describe in detail, the terms and conditions in which Dublin House Fishamble St., must be developed, to ensure that the scheme is developed in accordance with the City Council's own requirements under Dublin House, and the terms of Section 183 of the Local Government Act 2011.
31. The Development Licence will not constitute a lease and it is not transferable.
32. The terms and conditions of the Development Licence will be executed and come into effect when consideration for the site has been paid by the Winning Group (hereafter called the Purchasers). Where a mortgage is being sought by the Purchasers, their lending institution must provide written confirmation that it agrees to the terms and conditions of the Development Licence.
33. The consideration for the site in full and final settlement has been conservatively valued at €150,000 (one hundred and fifty thousand euro)
 - a. A 50% deposit shall be paid on the signing of the Development Licence.

- b. The remaining 50% will be paid on Completion of Contract, as per the terms of the Development Licence.
34. Where the Purchasers require a mortgage to finance the purchase of the site and the development of their apartments, the Council will work with the Group to see what assurances and assistance it may give to Lenders etc where required to assist in the process but will not become the funder of the project.
 35. No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place
 36. Until such time as the Development Licence is signed, the Winning Group / Purchasers may withdraw their interest in the Dublin House Fishamble St. project by providing one month's written notice to the Council. In such instance, the Council will not be held liable for any costs borne by the Winning Group / Purchasers