Our Case Number: ACP-324427-26

Planning Authority Reference Number: ED/1356

An Coimisiún Pleanála

Kildare County Council
Planning Department
03 NOV 2026
RECEIVED

Kildare County Council
Áras Chill Dara
Devoy Park
Naas
Co. Kildare
W91 X77F

02 NOV 2026

Re: Whether a temporay change of use of a hotel to accommodation for persons seeking International Protection is
considered exempted under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 (as
amended) at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51.
Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51

Dear Sir/Madam,

An order has been made by An Coimisiún Pleanála determining the above-mentioned referral under the Planning and Development Act 2000, as amended. A copy of the order is enclosed.

In accordance with section 146(5) of the Planning and Development Act 2000, as amended, the Commission will make available for inspection and purchase at its offices the documents relating to any matter falling to be determined by it, within 3 days following the making of its decision. The documents referred to shall be made available for a period of 5 years, beginning on the day that they are required to be made available. In addition, the Commission will also make available the Inspector's Report, the Direction and Commission Order in respect of the matter on the Commission's website (www.pleanala.ie). This information is normally made available on the list of decided cases on the website on the Wednesday following the week in which the decision is made.

The Public Access Service for the purpose of inspection/purchase of file documentation is available on weekdays from 9.15am to 5.30pm (including lunchtime) except on public holidays and other days on which the office of the Commission is closed.

Yours faithfully,

Carmel Morgan
Executive Officer

Teil **Tel** (01) 858 8100
Glao Áitiúil **LoCall** 1800 275 175
Láithreán Gréasáin **Website** www.pleanala.ie
Ríomhphost **Email** communications@pleanala.ie

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Kildare County Council
Planning Department
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An Coimisiún Pleanála

Commission Order
ACP-324427-26

Planning and Development Act 2000, as amended

Planning Authority: Kildare County Council

Planning Authority Reference Number: ED/1356

WHEREAS a question has arisen as to whether the temporary change of use of a hotel to accommodation for persons seeking international protection is considered exempted development under Class 20F of Part 1 of Schedule 2 to the Planning and Development Regulations, 2001, as amended, at Hazel Hotel, Skirteen, Monasterevin, County Kildare:

AND WHEREAS Oscar Dawn Limited requested a declaration on said question from Kildare County Council, and the said Council issued a declaration on the 16th day of June, 2026 stating that the said matter was development and was not exempted development:

AND WHEREAS Oscar Dawn Limited referred this declaration for review to An Coimisiún Pleanála on the 9th day of July 2016:

AND WHEREAS An Coimisiún Pleanála, in considering this referral, had regard particularly to:

(a) Section 2(1) of the Planning and Development Act, 2000, as amended,

(b) Section 3(1) of the Planning and Development Act, 2000,

(c) Section 4(2) of the Planning and Development Act, 2000, as amended,

(d) Section 181 of the Planning and Development Act, 2000 as amended,

(e) Articles 5, 6(1) and article 9(1) of the Planning and Development Regulations, 2001, as amended,

(f) Part 1 *Exempted Development - General* of Schedule 2 to the Planning and Development Regulations, 2001, as amended, including Class 14(h), Class 14(i), Class 14(j), and Class 20F, and the conditions and limitations thereof,

(g) the European Union (Planning and Development) (Displaced Persons from Ukraine Temporary Protection) Regulations 2022 (S.I. No. 306/2022)

(h) the planning history of the site,

(i) the use of the site,

(j) the documentation on the file, and

(k) the report and recommendation of the Inspector following a site visit:

AND WHEREAS An Coimisiún Pleanála has concluded that:

(a) the change of use of the Hazel Hotel to accommodation for persons seeking international protection is a material change of use and, therefore, is development,

(b) the question before the Commission specifically relates to a potential exemption arising pursuant to Class 20F of Part 1 of Schedule 2 to

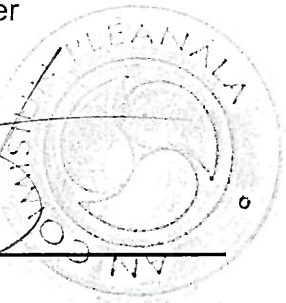
the Planning and Development Regulations 2001, and no other legislative provision, and

(c) the local authority was not notified prior to the change of use, the development, therefore, does not satisfy condition and limitation number 5 of the said Class 20F and, therefore, is not exempted development.

NOW THEREFORE An Coimisiún Pleanála, in exercise of the powers conferred on it by section 5 of the 2000 Act, hereby decides a temporary change of use of a hotel to accommodation for persons seeking International Protection under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 at Hazel Hotel, Skirteen, Monasterevin, County Kildare is not exempted development.

The Commission agreed with the Inspector's conclusions that the development came with the scope of Class 14(h) of Part 1 of Schedule 2 to the Planning and Development Regulations, 2001; however, the Commission considered that the question before it related specifically to Class 20F of the said Regulations, and not Class 14(h), or any other legislative provision.





Tom Rabbette
Planning Commissioner of An Coimisiún Pleanála duly authorised to authenticate the seal of the Commission.

Dated this 30th **day of** Oct. **2026.**

Comhairle Contae Chill Dara
Kildare County Council

Date: 14th July 2026.
Our Ref: ED/1356.
Your Ref: ACP-324427-26.

An Coimisiún Pleanála,
64 Marlborough Street,
Dublin 1.

RE: Referral in relation to application for a Declaration of Exempted Development under Section 5 by Oscar Dawn Limited in relation to development at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare W34 YY51.

Dear Sir/Madam,

I refer to your copy of a referral under the Planning and Development Act, 2000, (as amended).

(i) **Details of previous decisions affecting the site** – Please refer to the enclosed Planner's Report in relation to the Exempt Development application file reference number ED1356.

(ii) **Any correspondence that has taken place between the person(s) issued with a Declaration under subsection (2) (a) of Section 5 of the 2000 Act, (as amended), and the Planning Authority** – Please refer to the enclosed copy of the Exempt Development file reference number ED1356.

(iii) **The name and address of the owner of the land in question and the name of the occupier of the said land if different** – Please refer to the enclosed Declaration of Exempt Development application form and note in Section 4, the Applicant's interest in the site is stated as "Owner".

(iv) **Where no declaration was issued by you, indicate the date the referral was due to be issued in accordance with subsection (2) of Section 5 of the 2000 Act, (as amended)** – The Declaration was due to be issued on 16th June 2026 and the Declaration date was recorded as issued on 16th June 2026.

Yours faithfully,

PP
Senior Executive Officer
Planning Department

Our Case Number: ACP-324427-26

Planning Authority Reference Number: ED/1356

An Coimisiún Pleanála

Kildare County Council
Áras Chill Dara
Devoy Park
Naas
Co. Kildare
W91 X77F

Kildare County Council
Planning Department
13 JUL 2026
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Date: 10 July 2026

Re: Whether a temporay change of use of a hotel to accommodation for persons seeking International Protection is
considered exempted under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 (as
amended) at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51.
Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51

Dear Sir / Madam,

Enclosed is a copy of a referral under the Planning and Development Act, 2000, (as amended).

In order to comply with section 128 of the Planning and Development Act, 2000, (as amended), please forward, within a period of 2 weeks beginning on the day on which a copy of the referral is sent to you, copies of any information in your possession which is relevant to the referral, including

(i) details of previous decisions affecting the site;

(ii) any correspondence that has taken place between the person(s) issued with a declaration under subsection (2)(a) of section 5 of the 2000 Act, (as amended), and the planning authority.

(iii) the name and address of the owner of the land in question and the name of the occupier of the said land, if different;

(iv) where no declaration was issued by you, indicate the date that the referral was due to be issued in accordance with subsection (2) of section 5 of the 2000 Act, (as amended)

In accordance with section 129 of the 2000 Act, (as amended), you may make submissions or observations in writing to the Commission in relation to the referral within a period of 4 weeks beginning on the date of this letter.

Any submissions or observations received by the Commission outside of that period shall not be considered and where none have been validly received, the Commission may determine the referral without further notice to you.

Teil **Tel** (01) 858 8100
Glao Áitiúil **LoCall** 1800 275 175
Láithreán Gréasáin **Website** www.pleanala.ie
Ríomhphost **Email** communications@pleanala.ie

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Baile Átha Cliath 1
D01 V902

64 Marlborough Street
Dublin 1
D01 V902

Please note when making a response/submission only to the referral it may be emailed to appeals@pleanala.ie and there is no fee required.

Please quote the above referral number in any further correspondence.

Yours faithfully,

Darragh Burke
Administrative Assistant
Direct Line: 01-873-7103

BPRL07

Kildare County Council
Planning Department
13 JUL 2026
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Teil **Tel** (01) 858 8100
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Facs **Fax** (01) 872 2684
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Ríomhphost **Email** communications@pleanala.ie

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D01 V902

64 Marlborough Street
Dublin 1
D01 V902

James Sweeney

From: James Sweeney
Sent: Thursday 9 July 2026 14:43
To: Planning Department
Subject: Referral

Hi,

The Commission has received a referral dated 9/7/26 in relation to your reference ED/1356.

In order for the Commission to validate this appeal, can you please confirm the following;

1. Your date of decision
2. Name and Address of Applicant:
3. Name and Address of Agent (if any):
4. Full Question:
5. Owner/Occupier names and address:
6. Any other interested parties:

Please note our reference is ACP-324427-26.

Kind Regards,
James

Kildare County Council
Planning Department
13 JUL 2026
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Make a Planning Appeal

Direct URL: https://forms.gov.ie/en/68e6334b054d8f2739f8ad5b

AN COIMISIÚN PLEANÁLA
LDG- 089100-26
ACP- 324427-26
09 JUL 2026
Fee: € 220 Type: Referral
Time: 14:31 By: Online

Response ID	6a4f8414de4884b79f566da6
Date submitted	09/07/2026

Check if you can appeal to An Coimisiún Pleanála

What type of appeal are you making?	First-party appeal (I lodged the original application to the planning authority)
Select the statement that applies to you	I am an agent acting on behalf of the appellant
During the appeal we will post/email information and items to the appellant or to the appellant's agent. For this appeal, who should we write to?	The agent acting on behalf of the appellant or prescribed body
Throughout the appeal process, we may issue correspondence to the appellant/agent as selected above by email. Please confirm that you are satisfied to receive correspondence by email	Yes

Appeal type

This section will determine the type of appeal you wish to make and calculate the fee involved. If you qualify for the reduced fee, only that amount will be charged.

Is your appeal solely under Section 48 and/or Section 49 of the Planning and Development Acts?	No
Are you appealing against a non-financial condition that has been attached to a permission by the planning authority?	No
Does your appeal include retention?	No
Does your appeal relate to commercial development?	No
Does your appeal or application include an Environmental Impact Assessment Report (EIAR) or Natura Impact Statement (NIS)?	No
Do you wish to request an oral hearing?	No
Please confirm the following fee details are correct:	Yes

Kildare County Council
Planning Department
13 JUL 2026
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Appellant/company details

This section is for details of the person/company who is making the appeal. If you are an agent submitting an appeal on behalf of a person/company, please include their details on this page. You can submit your agent details on the next page if applicable

Appellant's full name/Company name	Oscar Dawn Limited
Is the appellant/company's address in the Republic of Ireland?	Yes
Address	Unit 28 Sandyford Office Park Blackthorn Avenue Sandyford Dublin 18 D18 PD89 Ireland
Phone number	[redacted]
Is there more than one appellant associated with this appeal?	No

*Please be advised that An Coimisiún Pleanála will only correspond with one appellant throughout the appeal process. If you wish to include further appellants on the appeal you may do so in your grounds to appeal document.
If the appeal is a third party appeal, you must ensure that you have a planning authority submission acknowledgement letter for each appellant listed. This must be uploaded with your appeal documents.*

Agent's details

Agent's full name/Company name	Brock McClure Planning and Development Consultants
Is your address in the Republic of Ireland?	Yes
Address	BROCK MCCLURE CONSULTANTS DURKAN HOUSE 63 YORK ROAD DUN LAOGHAIRE DUBLIN A96T0H4 Ireland
Phone number	[redacted]

Details about the proposed development

This section asks for details about the planning authority decision you wish to appeal

Planning authority	Kildare County Council
Planning authority register reference number	ED/1356
Address of proposed development	HAZEL HOTEL DIRECT PROVISION CENTRE SKIRTEEN MONASTEREVIN KILDARE W34YY51 Ireland

Grounds for appeal

Describe the grounds of your appeal (planning reasons and arguments). You can enter them here or attach them as a document below	We, Brock McClure, Planning & Development Consultants, 63 York Road, Dun Laoghaire, Co. Dublin, have been instructed by our client, Oscar Dawn Limited, Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford, Dublin 18, D18 PD89, to lodge this referral of the decalaration by Kildare County Council on Reg Ref: ED/135 dated the 16th of June, to An Coimisiún Pleanála, under Section 5 (3)(a) of the Planning and Development Act 2000 (as amended). Please refer to the Cover Letter and the Referral Report for further information.

You can also attach further supporting materials on the next page

Supporting material

If you wish you can include supporting materials with your appeal. Supporting materials include photographs, plans, surveys, drawings, technical guidance documents and so on.

Please note An Coimisiún Pleanála will receive a complete copy of documents/drawings/maps that were submitted at planning authority stage. When submitting supporting material, please only include new documents. (This does not apply to third party appeals where we will always require a copy of your planning authority submission acknowledgement letter.)

If you have added attachments, submitting the form may take a few moments. Thanks for your patience.

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Planning Department
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63 York Road
Dun Laoghaire
Co. Dublin
www.brockmcclure.ie

The Secretary,

An Coimisiún Pleanála,

64 Marlborough Street,

Rotunda,

Dublin 1,

D01 V902

Kildare County Council
Planning Department
13 JUL 2026
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9th July 2026

Re: Referral of Section 5 Declaration of ED/1356

For Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51

Dear Sir/Madam,

We, **Brock McClure, Planning & Development Consultants, 63 York Road, Dun Laoghaire, Co. Dublin**, have been instructed by our client, Oscar Dawn Limited, Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford, Dublin 18, D18 PD89, to lodge this referral of the decalaration by Kildare County Council on Reg Ref: ED/135 dated the 16th of June, to An Coimisiún Pleanála, under Section 5 (3)(a) of the Planning and Development Act 2000 (as amended).

On the 19th of May 2026, an application was lodged for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) for development at Hazel Hotel, Skirteen, Monasterevin Co. Kildare W34 YY51. A declaration was sought as to

"Whether a temporay change of use of a hotel to accommodation for persons seeking International Protection is considered exempted under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 (as amended) at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51."

Kildare County Council issued a Declaration under Section 5 of the Planning and Development Act (2000) (as amended) on the 16th of June 2026, deeming that the subject change of use is 'Not Exempted' from requiring

planning permission. This Section 5 Declaration Referral is made to An Coimisiún Pleanála as the applicant and project team are of the opinion that the subject change of use should be determined to be 'Exempted' from requiring planning permission

As the Declaration under Section 5 of the Planning and Development Act (2000) as amended in relation to the above noted question (KCC Reg Ref. ED/1356) was issued by Kildare County Council on the 16th of June 2026, we note that the relevant referral deadline is the 13th of July 2026. We confirm that this Section 5 Declaration referral is lodged to An Coimisiún Pleanála before this deadline.

We confirm that the referral has been lodged to An Coimisiún Pleanála online. Please find enclosed the following:

No	Items	Consultant	Copies
Planning & Planning Admin			
1	Referral Cover Letter	BMC	1 Copy
2	Referral Planning Report	BMC	1 Copy
3	Referral Fee (€220)	BMC	1 Copy

We confirm that we act for Oscar Dawn Limited and request that all future correspondence in relation to this matter be directed to this office. We trust that you will find everything in order.

If you have any queries, please contact this office at the address or number below.

Yours sincerely,

Suzanne McClure

MRUP MIPI MRTPI

[redacted]

[redacted]

Kildare County Council
Planning Department
13 JUL 2026
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Section 5 Declaration

Referral to An Coimisiún Pleanála

Kildare County Council

Reg Ref: ED/1356

Temporary Change of Use

Under Class 20F at:

Hazel Hotel

Skirteen,

Monasterevin,

Co. Kildare,

W34 YY51

On behalf of:

Oscar Dawn Limited

Kildare County Council
Planning Department
13 JUL 2026
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Brock McClure

63 York Road,

Dún Laoghaire

Co. Dublin

www.brockmcclure.ie

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Kildare County Council
Planning Department
13 JUL 2026
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1 Introduction

We, Brock McClure, Planning & Development Consultants, 63 York Road, Dun Laoghaire, Co. Dublin, have been instructed by our client, Oscar Dawn Ltd., Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford Business Park, Dublin D18 PD89, to lodge this referral of a Section 5 Declaration made by Kildare County Council relating to the question of whether a temporary change of use from a Hotel to Temporary International Protection Accommodation is or is not exempted development at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51.

Kildare County Council issued a Declaration under Section 5 of the Planning and Development Act (2000) (as amended) on the 16th of June 2026, deeming that the subject change of use is 'Not Exempted' from requiring planning permission. In this regard, this Section 5 Declaration Referral is made to An Coimisiún Pleanála as the applicant and project team are of the opinion that the subject change of use should be determined to be 'Exempted' from requiring planning permission.

As the Declaration under Section 5 of the Planning and Development Act (2000) as amended in relation to the above noted question (KCC Reg Ref. ED/1356) was issued by Kildare County Council on the 16th of June 2026, we note that the relevant referral deadline is the 14th of July 2026. We confirm that this Section 5 Declaration referral is lodged to An Coimisiún Pleanála before this deadline.

The statutory appeal fee of €220 is enclosed herewith – as per fee type R1 described as – *You want to refer a declaration made by a planning authority on a question that was put to the planning authority.*

We ask the Inspector and the Commission to have regard for the content of this Report, and the originally submitted Section 5 Declaration content, and determine if the subject change of use is 'Exempted' or 'Not Exempted' from requiring planning permission de novo.

Kildare County Council
Planning Department
13 JUL 2026
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2 Formal Details

We can confirm the following formal details for this appeal:

Referral:	First Party Referral of a Section 5 Declaration
Fee:	€220 (ACP category 'R1' for the purpose of fees)
Planning Authority:	Kildare County Council
Reg. Ref:	ED/1356
Appeal Deadline	13th July 2026
Applicant & Appellant Name:	Oscar Dawn Limited
Applicant & Appellant Address:	Oscar Dawn Limited, Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford, Dublin 18, D18PD8
Agent Name:	Brock McClure Planning & Development Consultants
Agent Address:	63 York Road, Dún Laoghaire, Co. Dublin, A96 T0H4
Proposal Address:	Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51.
Section 5 Declaration Request Question:	"Whether the change of use from hotel use to Temporary International Protection Accommodation is or is not exempted development"

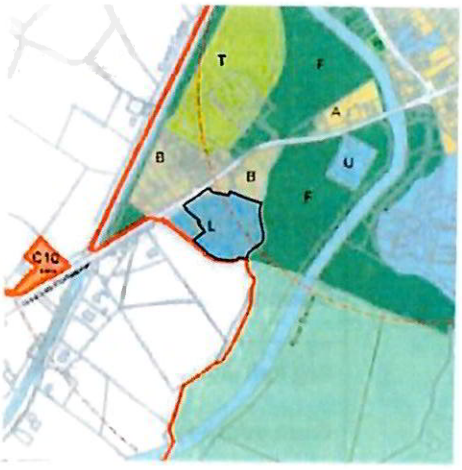
Kildare County Council
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3 Site Context

The following Section of this Section 5 Referral Report has been prepared to summarise the Site Context for the benefit of An Coimisiún Pleanála. A detailed analysis of the Site Context was included within the Section 5 Declaration Report originally lodged to Kildare County Council. We refer An Coimisiún Pleanála to the originally lodged report for details:

Subject Site:	The subject site is located at Hazel Hotel Skirteen, Monasterevin, Co. Kildare W34 YY51. The subject site is located on the outskirts of Monasterevin Town. It is located approx. 600 m from the town centre. The site currently contains 1 no. building, with permitted extensions to accommodate 35 no. bedrooms.
Subject Site Planning History:	**Reg Ref: 24357** For the development of a solar panel array consisting of up to c.94kWp (c.414m2) of solar panels fixed to metal frames and anchored to the ground, cable ducts and all associated works. For the development of a solar panel array consisting of up to c.94kWp (c.414m2) of solar panels fixed to metal frames and anchored to the ground, cable ducts and all associated works. **Grant: 04/06/2025**
	Reg Ref: 02321 For eighteen bedroom extension to hotel, alterations to toilets and lobby area and erection of first floor offices. **Grant: 12/05/2003**
	Reg Ref: 011588 Retention of 7 no. bedrooms, (b) for an additional 2 no. bedrooms, (c) retention of prefabricated staff accommodation, (d) retention of American boutique to the rear of the site, (e) retention of service yard, utility building on site. **Grant 12/05/2003**
	Reg Ref: 001332 Erection of a sign at the entrance **Grant 27/12/2000**
	Reg Ref: 901029 Addition of bedrooms **Grant: 23/01/1991**
	Reg Ref: 891426 Extension to dining room **Grant 01/03/1990**

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	Reg Ref: 89156 Erection of a Sign **Grant 19/05/1989**
	Reg Ref: 8935 Function room, kitchen, new front elevation and car park **Grant 21/04/1989**
	Reg Ref: 78304 Erection of Function Room Grant 31/03/1978
	Reg Ref: 76884 Additional Bedroom Grant 30/03/1976
	Reg Ref: 76223 Retention of Road Signs Refused 30/03/1976
Planning Context:	The Kildare County Development Plan 2023-2029 represents the statutory planning document governing the subject site. The Kildare County Development Plan 2023-2029 was adopted by the elected members of Kildare County Council on 9th of December 2022. The Plan came into effect on the 28th January 2023 and has since been subject to 3 no. variations. The Kildare Development Plan 2023-2029 does not provide a specific zoning of the site in Monasterevin. The Monasterevin Local Area Plan 2025-2031 is under review., so the zoning must have regard to the adopted Monasterevin Local Area Plan 2016-2022 until the review of the Monasterevin Local Area Plan 2025-2031 is complete. It is in the preparation stage of the Draft Plan and Issues Paper. A recent consultation ran from the 9th of April to Wednesday 22nd of May 2024 

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	As outlined in the figure above, the subject site is zoned **'L: Leisure & Amenity'** with an objective to *"To improve existing leisure and amenity facilities."* The purpose of this zoning is to reflect the established hotel use on site (The Hazel Hotel) and to provide for new and improved leisure and amenity facilities and ancillary uses on site.

History of Site

Hazel Hotel ceased operations as a hotel in 2011. The Hazel Hotel was used for State-supported refugee accommodation in 2015. In 2016, the Hazel Hotel was recognised publicly as an Emergency Reception and Orientation Centre. In September 2018, the accommodation transitioned to a Direct Provision/International Protection accommodation. From 2018 to date, Hazel Hotel has been a longstanding international protection accommodation in Monasterevin. The use of the property for refugee accommodation has been well documented through several site inspections by the State since 2018 and various media reports. Through interagency meetings, housing support and liaison with departments, the use has been acknowledged by the local authority.

Timeline of Hazel Hotel

For convenience of An Coimisiún Pleanála we have outlined the key events of the Hazel Hotel in County Kildare.

Date	Event
2011	Hazel Hotel has closed down its' operation as a hotel
August/ September 2015	Hazel Hotel commissioned as a refugee orientation accommodation from Department of Justice.
2016	Recognition of Emergency Reception and Orientation Centre
2016	Engagement began with the Children and Young People's Services Committee structure in Kildare. The applicant has remained in contact with the committee.
2017	Oireachtas recognition of Hazel Hotel as a Refugee Resettlement Context
9 August 2018	Hazel Hotel stopped its use as an Emergency Reception and Orientation Centre.
September 2018	Opening as Direct Provision/ International Centre. Recognition of the IPAS centre
2018- to current	Site Inspections of the Hazel Hotel from the State began.

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Planning Department
13 JUL 2026
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September 2018	Kildare County Councillor held Information Sessions in the Hazel Hotel for residents.
March 2019	Public Confirmation of Hazel Hotel as a Direct Provision Centre in the Laois Today newspaper.
April 2019	Planning Engagement with Kildare County Council Fire Officer.
2021	Hazel Hotel is included in the Housing Needs Demand and Assessment which was carried out in 2021 and published in the Kildare County Development Plan 2023.
January 2024	There was a HIQA Inspection carried out at the Hazel Hotel.
August 2024	Engagement with Kildare County Council Local Authority Integration Team

4 Kildare County Council Section 5 Declaration

Kildare County Council issued a Declaration under Section 5 of the Planning and Development Act (2000) (as amended) on the 16th of June 2026, deeming that the subject change of use is 'Not Exempted' from requiring planning permission. Kildare County Council deemed the proposal 'Not Exempted' from requiring planning permission for the following reason:

"It is stated in the application form that the property currently provides accommodation for persons seeking international protection. The Local Authority was not notified of the location of the change of use prior to commencement of development; therefore, the application does not comply with Condition No.5 of Class 20F and therefore is not considered exempted under Class 20F.

Having regard to:

- ***Sections 2, 3, 4, and 5, of the Planning and Development Act 2000 (as***
- ***amended);***
- ***Articles 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and***
- ***Development Regulations 2001 (as amended); and***
- ***The nature, extent and purpose of the development.***

It is considered that the proposed works constitutes development as defined in Section 3(1) of the Planning and Development Act 2000 (as amended) and is not exempted development as defined by the Planning and Development Act 2000 (as amended) and the Planning and Development Regulations 2001 (as amended)."

It is noted to An Coimisiún Pleanála that the only report the Kildare county Council have published with this Declaration is the planner's report.

Kildare County Council
Planning Department
13 JUL 2026
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5 Grounds for Referral

Having reviewed the S5 Declaration issued by Kildare County Council, it is our professional opinion that the reasons listed as the basis for deeming the change of use hotel to Temporary International Protection Accommodation at Hazel Hotel Skirteen, Monastervin, Co. Kildare W34 YY51 (KCC Reg Ref. ED/1356) as 'Not Exempted' from requiring planning permission have been incorrectly applied.

In this regard, this referral is specifically requesting that An Coimisiún Pleanála examines the Section 5 Declaration question de novo and deems this proposal to be 'Exempted' from requiring Planning Permission, overturning the Kildare County Council Section 5 Declaration originally issued, which deemed the proposal to be 'Not Exempted' from requiring planning permission.

The applicant's response to the reason attached to Kildare County Council's letter declaring the proposal as 'Not Exempted' from requiring planning permission is now included below for the benefit of An Coimisiún Pleanála.

5.1 Applicant's Response to reason included in Kildare County Council S5 Declaration

Kildare County Council determined the following reason to be the only reason for the development being declared as not exempted development:

"It is stated in the application form that the property currently provides accommodation for persons seeking international protection. The Local Authority was not notified of the location of the change of use prior to commencement of development, therefore the application does not comply with Condition No.5 of Class 20F and therefore is not considered exempted under Class 20F.

Having regard to:

- ***Sections 2, 3, 4, and 5, of the Planning and Development Act 2000 (as amended);***
- ***Articles 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended); and***
- ***The nature, extent and purpose of the development.***

it is considered that the proposed works constitutes development as defined in Section 3(1) of the Planning and Development Act 2000 (as amended) and is not exempted development as defined by the Planning and Development Act 2000 (as amended) and the Planning and Development Regulations 2001 (as amended)."

We respectfully submit that the information provided in this referral highlight how this declaration is **without any basis in reason or fact and should be disregarded by the Commission.**

1. Notifications made to Kildare County Council to date

There has been significant engagement with Kildare County Council about the Hazel Hotel being an IPAS centre and we consider the requirement for 'notification' to be fully satisfied. In the first instance, the

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Commission should note that within S.I. No. 376/2023- Planning and Development (Exempted Development) (No.4) Regulations 2023 Condition #5 states that the:

"The relevant local authority must be notified of locations where change of use is taking place prior the commencement of development."

For clarity, the wording states 'relevant local authority' and does not refer specifically to the "Planning Authority". We understand that some Planning Authorities have set up a 'Notification Form' and associated Register for premises wishing to avail of the exemption. Kildare County Council has no official Form or Register available. The 'Planning Forms' section of the website does not contain any Form that could be used for Notification purposes. We contrast this with the 20F Notification form prepared by Fingal County Council, which is available in the 'Planning Forms' online and can be submitted to the Planning Authority of Fingal County Council.

In the absence of any Form or Register held by the Planning Authority, it is wholly appropriate to consider the owner's engagement with other sections of the Local Authority as demonstrating compliance with the relevant 'notification' requirement of the Regulations.

Furthermore, other departments of Kildare County Council were previously acknowledged of the use of Hazel Hotel as an IPAS centre. There was an email correspondence between the applicant and the Kildare County Councillor Kevin Duffy where there were information sessions held for the residents at the Hazel Hotel as shown in Appendix 1.

The client, Oscar Dawn Limited also wishes to note there has been ongoing attendance from Kildare County Council representatives at interagency meetings about the Hazel Hotel. This demonstrates key engagement with Council to ensure it had its full awareness of the use and the development.

The Planning Authority's position on this matter is called further into question when regard is had to Appendix 1 - the Housing Need and Demand Assessment & Housing Strategy of the Kildare County Development Plan 2023-2029, which was published in 2023. In this key piece of planning policy, Hazel Hotel is acknowledged as one of 2 no. centres of accommodation for international protection applicants:

	Contracted Capacity	Current Capacity (21/12/2020)
Accommodation Centre, Eyre Powell Hotel, Main Street, Newbridge	152	117 (18/11/2020)
Accommodation Centre, Hazel Hotel, Monasterevin	143	76 (21/12/2020)

Figure 1 Accommodation Centres in Kildare

It is simply not credible to suggest the Planning Authority were not formally aware of the IPAS use at the Hazel Hotel. We consider the requirement for 'notification' to be fully satisfied by evidence of the extensive engagement across all areas of the Local Authority to date.

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It is submitted that, in this case, the purpose of the notification requirement was satisfied. Kildare County Council had knowledge of the use through its own department, interagency engagement, housing supports, fire safety engagement and Local Authority Integration Team.

2. **Inconsistencies of S5 declarations from Kildare County Council**

It is necessary to highlight that within the HNDA of Appendix 1 of the Kildare County Development Plan, there are 2 no. accommodation centres that offer international protection: Hazel Hotel and Eyre Powell Hotel.

Eyre Powell Hotel recently submitted a S5 declaration (ED/1303) for the change of use of a hotel to temporary accommodation for those seeking international protection. The decision of this S5 declaration was the same as the Hazel Hotel decision where the development was considered "Not Exempted Development" for the same reasons. Although, Eyre Powell Hotel has been operating as an IPAS centre since 2013 which is longer than the time Hazel Hotel has been operating. At the time of writing this report, this decision was referred to An Comisiún Pleanála and the decision is expected to be made on the 28th of July 2026.

This highlights a strong pattern that Kildare County Council have been applying the conditions of the recent statutory instrument to different locations to wrongfully declare S5 declarations of IPAS centres despite their established presence within the county. We strongly believe that this provides justification for the decision to be reconsidered by An Coimisiún Pleanála.

Additionally, in April 2025, a decision was made by Kildare County Council for the submission ED/1217, that declared that the change of use of the main hotel development and 15 no. short stay self-catering apartments to accommodation for persons seeking International Protection is considered EXEMPTED development. Within this Section 5 submission there was no previous submission of notification to the County Council.

The inconsistencies suggest that the declaration decision should be reviewed de novo from An Coimisiún Pleanála as the Planning Authority has a track record of inconsistent decision making on this issue.

3. **Regard to Sections 2, 3, 4, and 5, of the Planning and Development Act 2000 (as amended);**

It was stated in the planner's report that the change of use was considered to be a ***"material change of use"*** and having regard to Sections 2, 3, 4, and 5, of the Planning and Development Act 2000 (as amended), and therefore the planner constituted it as development.

To reinstate for the comission there are no external works or modifications being proposed. The use continues to rely on the existing accommodation infrastructure of the hotel.

Notwithstanding this, the planner stated in the planner's report that a material change in use can *"become "material" if the new use is different in character or impact, having regard to planning considerations such as intensity of use, nature of occupancy, demand on local services, and potential effects on residential*

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amenity or traffic." However, the planner fails to specifically state how this change of use of the Hazel Hotel is considered to be a material change of use.

We refer An Comisiún Pleanála to the definition of a material change in use in Part 2 Section 7 of the Planning and Development Act where it defines a material change in use as the following:

"A material change in use of land or a martime site includes:

(a) a change in the use of land or a maritime site, or any structure on land or a maritime site, to, or by the addition of, a use that consists of or includes the exhibition of advertisements,

(b) a change in the use of land or a maritime site to, or by the addition of, a use that consists of or includes the—

I. *placing or keeping of vans, tents or other objects (whether or not moveable and whether or not collapsible) for the purpose of caravanning, camping, habitation or selling goods or services,*

II. *storage of caravans or tents, or*

III. *deposit of vehicles (whether or not usable in accordance with the purpose for which they were constructed or most recently used), old metal, mining or industrial waste, builder's waste, rubbish or debris,*

(c) a change in use of a house or part of a house that was most recently used as a single dwelling to a use as 2 or more dwellings,

(d) a change in use of a house or part of a house situated in a rent pressure zone (within the meaning of section 8) to a use for short-term letting (within the meaning of section 8) purposes,

(e) in respect of premises used for retail purposes, a change in use from a prescribed retail purpose to another prescribed retail purpose,

(f) in respect of premises used for industrial purposes, a change in use from a prescribed industrial purpose to another prescribed industrial purpose, and

(g) such change of land or a maritime site from one use to another use as may be prescribed."

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As per the definition in the Part 2 Section 7 of the Planning and Development Act, the change of use a from the hotel into a temporary accommodation for those seeking internal protection is not considered a material change in use. Furthermore, the definition of development within Section 3(1) of the Planning and Development Act includes:

"Development' means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land."

As established the change of use is not a material change of use which does not constitute development.

Furthermore, for the convenience of An Coimisiún Pleanála we have compiled this list of previous S5 declarations for a change of use from hotel to temporary accommodation of persons seeking international protection where the development was considered exempted development:

- **Kildare County Council**
  Reg Ref: ED/1217
- **Longford County Council**
  Reg Ref: DC25/23
- **Dublin City Council**
  Reg Ref: 0035/26
- **Wexford County Council**
  Reg Ref: EXD01227

These types of developments were considered to not be a material change of use. All of these locations within the above examples were operating as IPAS centres before the publication of the S.I No. 376/2023.

4. **Accordance with the *Articles 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended).***

We also ask An Coimisiún Pleanála to examine the proposal in the context of Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended) and the associated Conditions and Limitations and deem that the proposal is compliant with the requirements to be determined as a proposal 'Exempted' from requiring planning permission on this basis.

	Exempted Development Class 20F – Conditions and Limitations	**Applicant Response**
1	The temporary use shall only be for the purposes of accommodating displaced persons or for the purposes of accommodating persons seeking international protection.	Noted - The proposal is for change of use from hotel to Temporary International Protection Accommodation.

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2	Subject to paragraph 4 of this class, the use for the purposes of accommodating displaced persons shall be discontinued when the temporary protection introduced by the Council Implementing Decision (EU) 2022/382 of 4 March 2022[1] comes to an end in accordance with Article 6 of the Council Directive 2001/55/EC of 20 July 2001.	Noted
3	The use for the purposes of accommodating persons seeking international protection shall be discontinued not later than 31 December 2028.	Noted
4	Where the obligation to provide temporary protection is discontinued in accordance with paragraph 2 of this class, on a date that is earlier than 31 December 2028, the temporary use of any structure which has been used for the accommodation of displaced persons shall continue for the purposes of accommodating persons seeking international protection in accordance with paragraph 3 of this class.	Noted
5	The relevant local authority must be notified of locations where change of use is taking place prior the commencement of development.	Noted. Extensive engagement carried out with different departments of Kildare County Council.
6	'displaced persons', for the purpose of this class, means persons to whom temporary protection applies in accordance with Article 2 of Council Implementing Decision (EU) 2022/382 of 4 March 2022.	Noted
7	'international protection', for the purpose of this class, has the meaning given to it in section 2 (1) of the International Protection Act 2015 (No. 66 of 2015). 8. 'temporary protection', for the purpose of this class, has the meaning given to it in Article 2 of Council Directive 2001/55/EC of 20 July 2001."	Noted

Table 1 – Exempted Development Class 20F Conditions and Limitations

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5. **The Nature, Extent and Purpose of the Development.**

The nature, extent and purpose of development being included as a reason of the planner's report is incongruous due to the conclusion in the Appropriate Assessment Screening Report in Appendix 1 of the Planner's Report. The planner clearly determines in the screening conclusion statement of the report that the proposed change of use would have no potential significant effects on the surrounding area. It was specifically noted that in the screening assessment that the development fell into the "No Potential Significant Affects" category as the development was considered to be of a "*temporary change of use only, existing structure, no new works proposed, no impact on integrity of Natura 2000 network.*"

We also ask An Coimisiún Pleanála to examine the subject proposal in the context of Article 9 (1) of the Planning and Development Regulations 2001 (as amended), and deem that the proposal is compliant with the requirements to be determined as a proposal 'Exempted' from requiring planning permission on the following basis:

- The proposal does not contravene a condition attached to any previous planning applications pertaining to the subject site.

- The change of use from hotel to Temporary International Protection Accommodation will comply with all requirements of the Department of Children, Equality, Disability, Integration and Youth. It is therefore considered that no impact to traffic safety or public safety is likely to occur as a result.

- The change of use from hotel to Temporary International Protection Accommodation will not consist of or compromise the extension, alteration, repair or renewal of an unauthorised structure, or a structure the use of which is an unauthorised use.

- It is not considered that the development will have a significant impact on the integrity of any European sites. The change of use from hotel to Temporary International Protection Accommodation utilises existing foul and surface water drainage connections associated with the hotel use.

Therefore, it must be concluded that the nature and extent of the development is considered appropriate and will not adversely impact the surrounding areas. We trust that An Coimisiún Pleanála will issue a Declaration that the development is therefore exempted development.

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6 Conclusion

We consider that the Section 5 Declaration material provided by the applicant throughout the Section 5 Declaration process clearly demonstrates that the change of use on the site is exempted development and complies with the exemption requirements and conditions outlined in Schedule 2, Part 1, Class 20F and Article 9(1) of the Planning and Development Regulations 2001 (as amended).

We ask An Coimisiún Pleanála to examine the Section 5 Declaration Request question of whether a change of use from Hotel to Temporary International Protection Accommodation is or is not exempted development at Hazel Hotel, Skirteen, Monastervin, Co. Kildare W34 YY51 (KCC Reg Ref. ED/1356) de novo, and determine if the subject change of use is 'Exempted' or 'Not Exempted' from requiring planning permission.

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Appendix 1

From: Cllr. Kevin Duffy [redacted]
Sent: Monday 2 September 2019 2:02 pm
To: Hazel Hotel [redacted]
Subject: Arranging Clinic

Good afternoon Renata,

Hope this finds you well.

Following recent conversations with Imran he mentioned that it would be beneficial for the residents of The Hazel if I came in to hold an advice clinic.

I'd like to arrange a suitable time to do this over the coming weeks. Could you please let me know of any afternoons or evenings that would be suitable for you? Also, if the residents have any particular issues they would like assistance with please let me know.

I look forward to hearing from you.

Kind regards
Kevin

Cllr. Kevin Duffy | Kildare County Council | Fine Gael

[redacted]

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Comhairle Contae Chill Dara
Kildare County Council

Date: 16th June 2026
Our Ref: ED/1356

Oscar Dawn Ltd.,
c/o Kian Pyburn,
Brock McClure Planning and Development Consultants,
63 York Road,
Dún Laoghaire,
Dublin A96 T0H4.

RE: Application for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) for development at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51.

Dear Sir/Madam,

I refer to your correspondence received on 19th May 2026 in connection with the above.

Please find attached declaration made under Section 5 of Planning and Development Acts 2000 (as amended) in this regard.

Yours sincerely,

PP
Senior Executive Officer,
Planning Department.

Comhairle Contae Chill Dara
Kildare County Council

Declaration of Development & Exempted Development under Section 5 of the Planning and Development Act 2000 (as amended).

ED/1356

WHEREAS a question has arisen as to whether temporary change of use of the hotel to accommodation for persons seeking International Protection is considered exempted development under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 (as amended) at Hazel Hotel, Skirteen, Monasterevin, Co KIldare, is exempted development

AS INDICATED on the plans and particulars received by the Planning Authority on 19th May 2026

AND WHEREAS Oscar Dawn Limited requested a declaration on the said question from Kildare County Council,

AND WHEREAS Kildare County Council as the Planning Authority, in considering this application for a declaration under Section 5 of the Planning and Development Act 2000 (as amended), had regard to;

(a) Planning and Development Act 2000 (as amended) and
(b) Planning and Development Regulations 2001 (as amended); and
(c) Documentation received with the application

AND WHEREAS Kildare County Council has concluded that the development comprises works to which the provisions of the following applies:

(a) Section 2, 3, 4 and 5 of the Planning and Development Act 2000 (as amended)
(b) Articles 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended)
(c) The nature, extent and purpose of the development

NOW THEREFORE Kildare County Council, in exercise of the powers conferred on it by Section 5(2)(a) of the Planning and Development Act 2000 (as amended), hereby decides that whether the temporary change of use from hotel to International Protection Accommodation is exempted development under Class 20F of Part 1, Schedule 2 of Planning and Development Regulations 2001 (as amended).at Hazel Hotel, Skirteen, Monasterevin, Co KIldare **is development and is Not Exempted Development** pursuant to Section 2, 3 4 and 5 of the Planning and Development Act 2000 (as amended) and Article 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended)

Please note that any person issued with a declaration under subsection 2(a) of the Planning and Development Act 2000 (as amended) may on payment to the Coimisiún of the prescribed fee, refer a declaration to An Coimisiún Pleanála within 4 weeks of the issuing of the decision.

16th June 2026

PP
Senior Executive Officer,
Planning Department.

KILDARE COUNTY COUNCIL

PLANNING & STRATEGIC DEVELOPMENT DEPARTMENT

Section 5 referral & declaration on development & exempted development

Planning & Development Act 2000 (as amended)

Reference No. ED/1356

Name Of Applicant(s):	Oscar Dawn Limited
Address Of Development:	Hazel Hotel, Skirteen, Monasterevin, Co. Kildare.
Development Description:	Proposed temporary change of use from hotel to International Protection Accommodation
Due date	16/06/2026

Introduction

This is a request for a **DECLARATION** under Section 5(1) of the Planning and Development Act 2000 (as amended) to establish whether under Section 5 of the Act the works for the temporary change of use from hotel to accommodation for displaced persons seeking international protection under Schedule, Part 1, Class 20F of the Planning and Development Regulations, 2001 (as amended) is, or is not development, and is, or is not, exempted development.

Site Location

The subject site is located at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare W34 YY51on lands zoned L Leisure and Amenity in the Monasterevin Local Area Plan 2016-2022 - *To improve existing leisure and amenity facilities.*

Description of Proposed Development

The declaration describes the most recent use of the building as “hotel”, prior to its occupation by those seeking international protection.

The question is raised seeking a Declaration that the temporary change of use from hotel to International Protection Accommodation is exempted development in

accordance with Schedule 2, Part 1, **Class 20F** of the Planning and Development Regulations 2001 (as amended).



Fig 1: Site Location and context.



Fig 2: Aerial view of subject site. Site outlined in yellow

Planning History

24/357 – Permission **granted** to Oscar Dawn Limited for development of a solar panel array consisting of up to c.94kWp (c.414m2) of solar panels fixed to metal frames and anchored to the ground, cable ducts and all associated works.

02/321 – Permission **granted** to John Kelly for eighteen bedroom extension to hotel, alterations to toilets and lobby area and erection of first floor offices. **Permission not taken up.**

01/1588 – Permission **granted** to John Kelly for (a) retention of 7 no. bedrooms, (b) for an additional 2 no. bedrooms, (c) retention of prefabricated staff accommodation, (d) retention of American boutique to the rear of the site, (e) retention of service yard, utility building on site.

00/1332 – Permission **granted** to Margaret Kelly for erection of sign at entrance.

90/1029 – Permission **granted** to J Kelly for bedrooms.

89/1426 – Permission **granted** to J Kelly for extension to dining room.

89/156 - Permission **granted** to J Kelly for erection of sign.

89/35 – Permission **granted** to J Kelly for function room, kitchen, new front elevation and car park.

78/304 – Permission **granted** to Hazel Hotel for erection of function room.

76/884 – Permission **granted** to GI Moynihan for additional bedroom.

76/223 - Permission **granted** to Streventels Company Ltd. for retention of road signs.

Relevant Legislative Background

Planning and Development Act 2000 (as amended)

Section 2(1)

> *'works' includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure.*

Section 3(1)

In this Act, 'development' means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land.

Section 4(1)
The following shall be exempted development for the purposes of the Act-

(h) development consisting of the carrying out of works for the maintenance, improvement or other alteration of any structure, being works which affect only the interior of the structure or which do not materially affect the external appearance of the structure so as to render the appearance inconsistent with the character of the structure or of neighbouring structures;

Section 5(7) EIA Screening

The proposed development is not specified in Part 2 of Schedule 5 of the Planning and Development Regulations 2001(as amended). In any event, it is considered, having regard to nature, size and location, the proposed development would not be likely to have significant effects on the environment. Therefore, EIA is not required.

Planning and Development Regulations 2001 (as amended)

Article 5(1)

Interpretation for this Part.

5.(1) In this Part—

"**business premises**" means—

(a) any structure or other land (not being an excluded premises) which is normally used for the carrying on of any professional, commercial or industrial undertaking or any structure (not being an excluded premises) which is normally used for the provision therein of services to persons,

(b) **a hotel**, hostel (other than a hostel where care is provided) or public house, or

"**excluded premises**" means—

(b) any **guest house** or other premises (not being a hotel or a hostel) providing overnight guest accommodation, block of flats or apartments, club, or boarding house, or,

"**protected person**", for the purposes of Schedule 2, means—

(a) a person who has made an application to the Minister for Justice and Equality under the Refugee Act of 1996 or the Subsidiary Protection Regulations 2013 (S.I. No. 426 of 2013),

(b) a person who falls to be considered or has been considered under section 3 of the Immigration Act of 1999, or

(c) a programme refugee within the meaning of section 24 of the Refugee Act of 1996;

Article 6(1)

Subject to article 9, development of a class specified in column 1 of Part 1 of Schedule 2 shall be exempted development for the purposes of the Act, provided that such development complies with the conditions and limitations specified in column 2 of the said Part 1 opposite the mention of that class in the said column 1.

Article 9 (1)(a)(i)

Restrictions on exemption.

9. (1) Development to which article 6 relates shall not be exempted development for the purposes of the Act—

(a) if the carrying out of such development would —*inter alia*

(i) contravene a condition attached to a permission under the Act

(ii) endanger public safety by reason of traffic hazard or obstruction of road users

(iii) consist of or comprise the extension, alteration, repair or renewal of an unauthorised structure or a structure, the use of which is an unauthorised use

(vii) comprise development in relation to which a planning authority or An Bord Pleanala is the competent authority in relation to appropriate assessment and the development would require an appropriate assessment because it would be likely to have a significant effect on the integrity of a European site.

Class 20F, Part 1, Schedule 2

Temporary use *by or on behalf of the Minister for Children, Equality, Disability, Integration and Youth to accommodate or support displaced persons or persons seeking international protection of any structure or part of a structure used as a school, college, university, training centre, social centre, community centre, non-residential club, art gallery, museum, library, reading room, sports club or stadium, gymnasium,* ***hotel****, convention centre, conference centre, shop, office, Defence Forces barracks, light industrial building, airport operational building,*	*1. The temporary use shall only be for the purposes of accommodating displaced persons or for the purposes of accommodating persons seeking international protection.*
	2. Subject to paragraph 4 of this class, the use for the purposes of accommodating displaced persons shall be discontinued when the temporary protection introduced by the Council Implementing Decision (EU) 2022/382 of 4 March 2022[1] comes to an end in accordance with Article 6 of the Council Directive 2001/55/EC of 20 July 2001[2].

wholesale warehouse or repository, local authority administrative office, play centre, medical and other health and social care accommodation, event and exhibition space or any structure or part of structure normally used for public worship or religious instruction.	*3. The use for the purposes of accommodating persons seeking international protection shall be discontinued not later than 31 December 2028.*
	4. Where the obligation to provide temporary protection is discontinued in accordance with paragraph 2 of this class, on a date that is earlier than 31 December 2028, the temporary use of any structure which has been used for the accommodation of displaced persons shall continue for the purposes of accommodating persons seeking international protection in accordance with paragraph 3 of this class.
	5. The relevant local authority must be notified of locations where change of use is taking place prior the commencement of development.
	6. 'displaced persons', for the purpose of this class, means persons to whom temporary protection applies in accordance with Article 2 of Council Implementing Decision (EU) 2022/382 of 4 March 2022.
	7. 'international protection', for the purpose of this class, has the meaning given to it in section 2(1) of the International Protection Act 2015 (No. 66 of 2015).
	8. 'temporary protection', for the purpose of this class, has the meaning given to it in Article 2 of Council Directive 2001/55/EC of 20 July 2001.

Assessment

Is it development?

The first question to address relates to whether or not the temporary change of use of the Hazel Hotel for accommodation for displaced persons seeking International Protection would constitute development in accordance with the provisions of the Planning and Development Act, 2000 (as amended). The Act defines "development" as the carrying out of any **works** on, in, over or under land or the **making of any material change in the use** of any structures or other land.

The application does not propose any works internally or externally to the structure or existing structures on site. It is necessary therefore, to determine if the envisaged development constitutes a material change in use. A change of use can become "material" if the new use is different in character or impact, having regard to planning considerations such as intensity of use, nature of occupancy, demand on local services, and potential effects on residential amenity or traffic. In light of the above, the envisaged development is a **material change of use** and would constitute **development** in accordance with Section 3(1) of the Act.

Is it exempted development?

The second question to address relates to whether or not the *temporary change of use from hotel to International Protection Accommodation is exempted development under Schedule 2, Part 1,* ***Class 20F*** *of the Planning and Development Regulations 2001 (as amended)* is exempted.

There are a number of conditions and limitations attached to Class 20F, which have been assessed in the context of the change of use as follows:

1. The temporary use shall only be for the purposes of accommodating displaced persons or for the purposes of accommodating persons seeking international protection.

It is stated in the application documentation that the temporary change of use of the premises is on behalf of the Minister of Justice, Home Affairs and Migration (formerly Minister for Children, Equality, Disability, Integration and Youth) to assist in meeting Ireland's legal obligation to provide accommodation to persons seeking international protection. A copy of the existing Contract between the Minister and Oscar Dawn Limited is submitted with the application. The contract is dated for the period 10/07/2024 to 30/06/2026 and for emergency accommodation for persons seeking international protection.

2. Subject to paragraph 4 of this class, the use for the purposes of accommodating displaced persons shall be discontinued when the temporary protection introduced by the Council Implementing Decision (EU) 2022/382 of 4 March 2022[1] comes to an end in accordance with Article 6 of the Council Directive 2001/55/EC of 20 July 2001[2].

The temporary change of use for accommodation for persons seeking international protection only. The Referrer has indicated and provided evidence of an existing time limited contract.

3. The use for the purposes of accommodating persons seeking international protection shall be discontinued not later than 31 December 2028.

The application relates to the temporary use of the premises for persons seeking international protection. The Referrer acknowledges that the temporary use of the premises is for the purposes of accommodating persons seeking international protection and will be discontinued not later than 31st December 2028.

4. Where the obligation to provide temporary protection is discontinued in accordance with paragraph 2 of this class, on a date that is earlier than 31 December 2028, the temporary use of any structure which has been used for the accommodation of displaced persons shall continue for the purposes of accommodating persons seeking international protection in accordance with paragraph 3 of this class.

The Referrer acknowledges this limitation.

5. The relevant local authority must be notified of locations where change of use is taking place prior the commencement of development.

It is stated in the application that the property currently provides accommodation for persons seeking international protection under a Contract with the Minister. Kildare County Council was not notified of the location of the change of use **prior to the commencement of development,** therefore the application does not comply with Condition No.5 of Class 20F.

The Referrer indicates that Notice to Kildare County Council will be submitted as required.

6. 'displaced persons', for the purpose of this class, means persons to whom temporary protection applies in accordance with Article 2 of Council Implementing Decision (EU) 2022/382 of 4 March 2022.

The application seeks temporary change of use for the accommodation of persons seeking international protection only.

7. 'international protection', for the purpose of this class, has the meaning given to it in section 2(1) of the International Protection Act 2015 (No. 66 of 2015).

International protection means status in the state either

(a) as a refugee on the basis of a refugee declaration or

(b) as a person eligible for subsidiary protection on the basis of a subsidiary protection declaration.

8. 'temporary protection', for the purpose of this class, has the meaning given to it in Article 2 of Council Directive 2001/55/EC of 20 July 2001.

Article 2 of Council Directive 2001/55/EC of 20 July 2001

For the purposes of this Directive:

(a) "temporary protection" means a procedure of exceptional character to provide, in the event of a mass influx or imminent mass influx of displaced persons from third countries who are unable to return to their country of origin, immediate and temporary protection to such persons, in particular if there is also a risk that the asylum system will be unable to process this influx without adverse effects for its efficient operation, in the interests of the persons concerned and other persons requesting protection;

The use of the premises is on a temporary basis for persons seeking international protection only.

Conclusion

It is stated in the application form that the property currently provides accommodation for persons seeking international protection. The Local Authority was **not** notified of the location of the change of use prior to commencement of development, therefore the application does not comply with Condition No.5 of Class 20F and therefore is not considered exempted under Class 20F.

Having regard to:

- Sections 2, 3, 4, and 5, of the Planning and Development Act 2000 (as amended);
- Articles 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended); and
- The nature, extent and purpose of the development.

it is considered that the proposed works **constitutes development** as defined in Section 3(1) of the Planning and Development Act 2000 (as amended) and **is not exempted development** as defined by the Planning and Development Act 2000 (as amended) and the Planning and Development Regulations 2001 (as amended).

Recommendation

It is recommended that the applicant be advised that the development as described in the application *is development and is **not** exempted development.*

Drafted by :



Fiona Breen
Executive Planner 10/06/2026



Martin Ryan
Senior Executive Planner
15/06/2026

Declaration of Development & Exempted Development under

Section 5 of the Planning and Development Act 2000 (as amended)

WHEREAS a question has arisen as to whether temporary change of use of the hotel to accommodation for persons seeking international protection is considered exempted development under Class 20F of Part 1, Schedule 2 of Planning and Development Regulations 2001 (as amended).

AS INDICATED on the plans and particulars received by the Planning Authority

AND WHEREAS *Oscar Dawn Limited* requested a declaration on the said question from Kildare County Council,

AND WHEREAS Kildare County Council as the Planning Authority, in considering this application for a declaration under Section 5 of the Planning and Development Act 2000 (as amended), had regard to;

(a) Planning and Development Act 2000 (as amended); and
(b) Planning and Development Regulations 2001 (as amended);

AND WHEREAS Kildare County Council has concluded that the proposal comprises of development to which the provisions of the following applies:

(b) Sections *2, 3, 4, and 5* of the Planning and Development Act 2000 (as amended);
(b) Article 6 (specifically Class 20F, Part 1, Schedule 2) of the Planning and Development Regulations 2001 (as amended); and
(c) The nature, extent and purpose of the development,

NOW THEREFORE Kildare County Council, in exercise of the powers conferred on it by Section 5(2)(a) of the Planning and Development Act 2000 (as amended), hereby decides that -

Whether the temporary change of use from hotel to International Protection Accommodation is exempted development under Class 20F of Part 1, Schedule 2 of Planning and Development Regulations 2001 (as amended).

IS development and IS NOT EXEMPTED development pursuant to Section 2, 3, 4, and 5 of the Planning and Development Act as amended and Article 6, of the Planning and Development Regulations as amended.

Please note that any person issued with a declaration under Section 5 of the Planning and Development Act 2000 (as amended) may on payment to the Board of the prescribed fee, refer a declaration to An Coimisiun Pleanála within 4 weeks of the issuing of the decision.

Signed: _____

(c)

Appendix 1: Appropriate Assessment Screening

APPROPRIATE ASSESSMENT SCREENING REPORT AND DETERMINATION

(A) Project Details	
Planning File Ref	ED1356
Applicant name	Oscar Dawn Limited
Development Location	Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51.
Site size	N/A
Application accompanied by an EIS (Yes/NO)	No
Distance from Natura 2000 site in km	Site borders River Barrow/Nore SAC to south-east.
Description of the project/proposed development – temporary change of use of the hotel to accommodation for international protection accommodation under Class 20F PD Regulations 2001 (as amended)	

(B) Identification of Natura 2000 sites which may be impacted by the proposed development	
	Yes/No **If answer is yes, identify list name of Natura 2000 site likely to be impacted.**

1	**Impacts on sites designated for freshwater habitats or species.** Sites to consider: River Barrow and Nore, Rye Water/Carton Valley, Pollardstown Fen, Ballynafagh lake	*Is the development within a Special Area of Conservation whose qualifying interests include freshwater habitats and/or species, or in the catchment (upstream or downstream) of same?*	YES
2	**Impacts on sites designated for wetland habitats - bogs, fens, marshes and heath.** Sites to consider: River Barrow and Nore, Rye Water/Carton Valley, Pollardstown Fen, Mouds Bog, Ballynafagh Bog, Red Bog, Ballynafagh Lake	*Is the development within a Special Area of Conservation whose qualifying interests include wetland habitats (bog, marsh, fen or heath), or within 1 km of same?*	YES
3	**Impacts on designated terrestrial habitats.** Sites to consider: River Barrow and Nore, Rye Water/Carton Valley, Pollardstown Fen, Ballynafagh Lake	*Is the development within a Special Area of Conservation whose qualifying interests include woodlands, dunes or grasslands, or within 100m of same?*	YES
4	**Impacts on birds in SPAs**	*Is the development within a Special*	NO

	Sites to consider: Poulaphouca Reservoir	*Protection Area, or within 5 km of same?*	

Conclusion:

If the answer to all of the above is **No**, significant impacts can be ruled out for habitats and bird species.

No further assessment in relation to habitats or birds is required.

If the answer is **Yes** refer to the relevant sections of **C**.

(C) Identification of Potential Impacts on Habitats and Birds.		
1	**Impacts on designated rivers, streams, lakes and fresh water dependant habitats and species.** ***Answer the following if the answer to question 1 in table B was YES*** *Does the development involve any of the following:*	
1.1	Works within the boundary of a Special Area of Conservation excluding small extensions/alterations to existing buildings.	**NO**
1.2	Discharge to surface water or groundwater within 5km of SAC.	**NO**
1.3	Abstraction from surface water or groundwater within 5km of SAC.	**NO**
1.4	Removal of topsoil within 500m of watercourses	**NO**
1.5	Infilling or raising of ground levels within 100m of watercourses	**NO**
1.6	Construction of drainage ditches within 1km of SAC.	**NO**

1.7	Installation of waste water treatment systems; percolation areas; septic tanks within 500 m of watercourses	**NO**
1.8	Construction within a floodplain or within an area liable to flood	**NO**
1.9	Crossing or culverting of rivers or streams within 5km of SAC	**NO**
1.10	Storage of chemicals, hydrocarbons or organic wastes within 1km of a watercourse	**NO**
1.11	Development of a large scale which involves the production of an EIS	**N0**
1.12	Development of quarries/mines	**NO**
1.13	Development of windfarms	**NO**
1.14	Development of pumped hydro electric stations	**NO**
1.15	Construction of roads or other infrastructure on peat habitats within 1km rivers, streams, lakes and fresh water dependant habitats	**NO**
2	**Impacts on designated wetlands - bogs, fens, marshes and heath.** ***Answer the following if the answer to question 2 in table B was YES*** *Does the development involve any of the following:*	

2.1	Works within the boundary of a Special Area of Conservation excluding small extensions/alterations to existing buildings.	**NO**
2.2	Construction of roads or other infrastructure on peat habitats within 1km of bog, marsh, fen or heath habitat within a Natura 2000 site	**NO**
2.3	Development of a large scale within 1km of bog, marsh, fen or heath habitat within a Natura 2000 site which involves the production of an EIS	**NO**
3	**Impacts on other designated terrestrial habitats (woodland, grasslands)** ***Please answer the following if the answer to question 3 in table B YES*** *Does the development involve any of the following:*	
3.1	Works within the boundary of a Special Area of Conservation.	**NO**
3.2	Development within 200m of Natura 2000 site with woodland, grassland or coastal habitats.	**NO**
3.3	Development of a large scale within 1km of Natura 2000 site with woodland, grassland or coastal habitats which involves the production of an EIS.	**NO**
4	**Impacts on birds in SPAs** ***Answer the following if the answer to question 4 in table B was YES***	

	Does the development involve any of the following:	
4.1	Works within the boundary of a Special Protection Area excluding small extensions/alterations to existing buildings.	
4.2	Erection of wind turbines within 5km of an SPA.	**N/A**
4.3	Proposed discharges directly to SPA	**N/A**
4.4	Development of cycleways or walking routes within 100m of SPA	**N/A**

Conclusion:

If the answer to all of the above is **No**, significant impacts on habitats within Natura 2000 sites can be ruled out. No further assessment is required in relation to habitats.

If the answer is **Yes**, you will require further information, which should be provided in the form of a Natura Impact Statement which should address the particular issues of concern as identified through the above.

(D) SUMMARY OF IMPACTS	
Natura 2000 sites within impact zone (from above)	River Barrow Nore SAC (2162)
Qualifying features of Natura 2000 site within impact zone	

(Attach site synopsis)	Marine Habitats - Estuaries and Mudflats and sandflats not covered by sea water at low tide

(E) ASSESSMENT OF LIKELY SIGNIFICANT EFFECTS (from tables above)
Describe how the project or plan (alone or in combination) could affect the Natura 2000 site(s).
No works proposed internally/externally
If there are potential impacts, explain whether you consider if these are likely to be significant.
(F) RELEVANT ADVICE RECEIVED
Documentation reviewed for making of this statement. Attached
Persons/Bodies consulted with for the making of this statement.
(G) SCREENING CONCLUSION STATEMENT *Selected relevant category for project assessed by ticking box.*

1	AA is not required because the project is directly connected with/necessary to the conservation management of the site	

2	No potential significant affects	**X**
3	Significant effects are certain, likely or uncertain. Seek a Natura Impact Statement Reject proposal. (Reject if potentially damaging/inappropriate)	

Justify why it falls into relevant category above (based on information in above tables)	
Temporary change of use only, existying structure, no new works proposed, no impact on integrity of Natura 2000 network.	
Name:	Fiona Breen
Position	Executive Planner
Date:	10/06/2026

COMHAIRLE CONTAE CHILL DARA

KILDARE COUNTY COUNCIL

Director of Services Order

I, Alan Dunney, Director of Services of Planning, Enterprise & Economic Development, by the powers conferred on the Chief Executive of Kildare County Council under Section 151 of the Local Government Act 2001, as amended by the Local Government Reform Act 2014, and which powers are delegated to me pursuant to Section 154 of the Local Government Act 2001 (as amended) by Chief Executive's Order number: CE63325, do hereby make the following Order:

ORDER NO: DO66187 **Section:** Planning

SUBJECT: ED/1356
Oscar Dawn Ltd, C/O Kian Pyburn, Brock McClure Planning and Development Consultants, 63 York Road, Dún Laoghaire, Dublin A96 T0H4, Exempt Development Application, whether temporary change of use of the hotel to accommodation for persons seeking International Protection is considered exempted development under Class 20F of Part 1, Schedule 2 of the Planning and Development Regulations 2001 at Hazel Hotel, Skirteen, Monasterevin, Co Kildare

SUBMITTED: File Ref. ED1356 with recommendation from the Senior Executive Planner and reports from the Council's Technical Officers.

ORDER: **I hereby order the following** Kildare County Council, in exercise of the powers conferred on it by Section 5(2)(a) of the Planning and Development Act 2000 (as amended) hereby decides that the proposed development is development and is Not Exempted Development.

MADE THIS 16TH DAY OF JUNE YEAR 2026

SIGNED: Alan Dunney

DIRECTOR OF SERVICES

Simon Higgins

From: plancerts <plancerts@kildarecoco.ie>
Sent: Friday 22 May 2026 16:42
To: Kian Pyburn
Cc: Suzanne McClure
Subject: RE: Application of Declaration of Exempt Development under Section 5- Lands at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51- Oscar Dawn Limited

Hi Kian,

Thank you for your email. We will record the contract on file as requested.

Please note that the file and all associated documentation is available for public inspection.

Kind regards,

Simon

Simon Higgins,
Assistant Staff Officer,
Planning Department,
Kildare County Council.

From: Kian Pyburn [redacted]
Sent: Friday 22 May 2026 14:53
To: plancerts <plancerts@kildarecoco.ie>
Cc: Suzanne McClure [redacted]
Subject: Re: Application of Declaration of Exempt Development under Section 5- Lands at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51- Oscar Dawn Limited

Warning from Kildare County Council IT Department **STOP ! THINK ? CHECK ✓**

This email originated from outside Kildare County Council. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Simon,

Thanks for your email.

The contract was submitted as this Section 5 submission was for change of use from a hotel to an IPAS centre. Section 5 submissions for IPAS sites always require evidence of a contract with the Department.

Could you please re-add the contract to the file? The planner will demand to review the contract when assessing this submission.

It would be greatly appreciated if you could confirm that you have added the contract back to the file.

Many thanks,

Kind Regards,

Kian Pyburn
Graduate Planning Consultant

Brock McClure
Planning & Development Consultants
63 York Road
Dún Laoghaire
Co. Dublin

www.brockmcclure.ie

[redacted]

From: plancerts <plancerts@kildarecoco.ie>
Date: Thursday, 21 May 2026 at 5:50 p.m.
To: Kian Pyburn [redacted]; plancerts <plancerts@kildarecoco.ie>
Cc: Suzanne McClure [redacted]
Subject: RE: Application of Declaration of Exempt Development under Section 5- Lands at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51- Oscar Dawn Limited

Dear Kian,

Please find attached our acknowledgement letter and your Hazel Hotel Emergency contract returned as it is not required as part of the application.

Kind regards,

Simon

Simon Higgins,
Assistant Staff Officer,
Planning Department,
Kildare County Council.

From: Kian Pyburn [redacted]
Sent: Tuesday 19 May 2026 16:21
To: plancerts <plancerts@kildarecoco.ie>
Cc: Suzanne McClure [redacted]
Subject: Application of Declaration of Exempt Development under Section 5- Lands at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51- Oscar Dawn Limited

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Dear Sir/Madam,

We hope this email finds you well.

We, Brock McClure Planning & Development Consultants, 63 York Road, Dún Laoghaire, Co. Dublin A96 T0H4 are instructed by our client, Oscar Dawn Limited, Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford Business Park, Dublin 18, D18 PD89 to lodge this application to Kildare County Council for the lodgement of this application for a Declaration of Exempt Development under Section 5 for lands at Hazel Hotel, Skirteen, Monasterevin, Co Kildare W34 YY51. The fee of €80 has been paid and the reference for payment is " Section 5 Application Fee, Oscar Dawn Limited" with a payment reference number: 242104468.

We refer the Planning Authority to the following documents attached to this email:

No	Items	Consultant
1.	Application Form: Declaration of Exempt Development under Section 5	Brock McClure Planning ar Consultants
2.	BMC Cover Letter	Brock McClure Planning ar Consultants
	BMC Planning Statement	Brock McClure Planning ar Consultants
4.	Section 5 Application Fee, Oscar Dawn Limited	Brock McClure Planning ar Consultants
	BMC Hazel Hotel Emergency Contract between applicant and the Minister for the Department of Children, Disability, Integration and Youth	Applicant
	Site Location Maps	Brock McClure Planning ar Consultants
	Drawing Pack including Site Plans and Floor Plans	J. Staples & Associ

We would be grateful for written confirmation of your acceptance of the content of the above submission as soon as possible. In the meantime, should you have any queries or wish to meet to discuss any of the above, please do not hesitate to contact this office.

We look forward to hearing your response within 4 weeks.

Kind Regards,

Kian Pyburn
Graduate Planning Consultant

Brock McClure
Planning & Development Consultants
63 York Road
Dún Laoghaire
Co. Dublin

www.brockmclure.ie

[redacted]

Brock McClure
PLANNING & DEVELOPMENT CONSULTANTS

THE SUNDAY TIMES IRELAND Best Places to Work 2025

RTPI Chartered

IRISH PLANNING INSTITUTE

[redacted]

Tá an ríomhphost seo príobháideach agus ní ceadmhach úsáid an ríomhphoist seo d'éinne ach don té ar seoladh chuige é. D'fhéadfadh go mbeadh eolas ann atá faoi phribhléid agus rúnda de réir an dlí. Munar duit an ríomhphost seo, déan teagmháil leis an seoltóir chomh luath agus is féidir. D'fhéadfadh nach iad tuairimí Chomhairle Contae Chill Dara na tuairimí atá curtha in iúl sa ríomhphost seo. Déanann Comhairle Contae Chill Dara iarracht ríomhphoist a chosaint ó víris. Mar sin féin, moltar duit gach ríomhphost a scanadh, mar ní ghlacann an Chomhairle aon dliteanas i leith damáiste do do chórais. Le haghaidh eolas ar do chearta príbháideachta agus ar conas a bhainistímid sonraí pearsanta, logáil isteach ar https://scanner.topsec.com/?d=5724&r=auto&u=https%3A%2F%2Fkildarecoco.ie%2FYourCouncil%2FGovernanceandCompliance%2FDataProtection%2F&t=9049ce10de41f63072c1541f7ee63eddeafe46c1 Chun do chuid sonraí pearsanta a nuashonrú cuir ríomhphost chugainn ag customercare@kildarecoco.ie Caithfidh tú deis a thógáil don Chomhairle cé thú féin a chinntiú trí cruthúnas céannachta agus/nó seoladh a sholáthar, sula ndéanaimid aon athruithe.
****

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****

Our Website kildarecountycouncil.ie 'Follow' us on Twitter - 'Like' us on Facebook

Comhairle Contae Chill Dara
Kildare County Council

Date: 21st May 2026
Our Ref: ED/1356

Oscar Dawn Ltd.,
c/o Kian Pyburn,
Brock McClure Planning and Development Consultants,
63 York Road,
Dún Laoghaire,
Dublin A96 T0H4.

RE: Application for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) for development at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare W34 YY51.

Dear Kian,

I acknowledge receipt of your application for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) received on 19th May 2026 in connection with the above.

I return herewith the Hazel Hotel Emergency Contract which was included with your application. I acknowledge the date of the Contract and the contents therein and confirm it is not required as part of the application.

Yours sincerely,

pp
Senior Executive Officer,
Planning Department.

Comhairle Contae Chill Dara
Kildare County Council

Date: 21st May 2026
Our Ref: ED/1356

Oscar Dawn Ltd.,
c/o Suzanne McClure,
Brock McClure Planning and Development Consultants,
63 York Road,
Dún Laoghaire,
Dublin A96 T0H4.

RE: Application for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) for development at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare W34 YY51.

Dear Sir/Madam,

I acknowledge receipt of your application for a Declaration of Exempted Development under Section 5 of Planning and Development Act 2000 (as amended) received on 19th May 2026 in connection with the above.

Yours sincerely,

pp Norma O'Connor

Senior Executive Officer,
Planning Department.

Kildare County Council
Planning Department
19 MAY 2026
RECEIVED

Kildare County Council

Declaration of Exempt Development under Section 5, of the Planning and Development Act 2000

Incomplete application forms will be deemed invalid and returned

All responses must be in block letters

Section 1	Details of Applicants

1. Name of Applicant(s) A. Surname…DAWN LIMITED…….. Forenames……OSCAR……
Phone No…..[redacted]……. Fax No……N/A……
2. Address UNIT 28…SANDYFORD OFFICE PARK……BLACKTHORN AVENUE, SANDYFORD, DUBLIN 18, D18 PD89

Section 2	Person/Agent acting on behalf of applicant (if applicable)

1. Name of Person/Agent: Surname……MCCLURE…….. Forenames……SUZANNE……..
Phone No ..[redacted]……Fax No……N/A……

2. Address……BROCK MCCLURE PLANNING AND DEVELOPMENT CONSULTANTS, 63 YORK ROAD, DÚN LAOGHAIRE, DUBLIN, A96 T0H4
……

Section 3	Company Details (if applicable)

1. Name of Company ……OSCAR DAWN LIMITED……
Phone No……[redacted]……. Fax No……N/A……..
2. Company Reg. No…… 562617 ……
3. Address……UNIT 28…SANDYFORD OFFICE PARK……BLACKTHORN AVENUE, SANDYFORD, DUBLIN 18, D18 PD89……..
……

Section 4	Details of Site

1. Planning History of Site……Ref: 24357…Ref: 02321…Ref: 0115588…Ref:0011588…… Ref:001332 Ref. 901029 Ref. 891426 Ref: 89156 Ref: 893, Ref: 78304, Ref 76884, Ref: 76223, ……..

2. Location of Proposed Development…… HAZEL HOTEL, SKIRTEEN, MONASTEREVIN, CO. KILDARE, W34 YY51
……
……

3. Ordnance Survey Sheet No……50536731_1……..

4. Please state the Applicants interest in the site …OWNER……

5. Please state the extent of the proposed development…… TEMPORARY CHANGE OF USE FROM HOTEL TO INTERNATIONAL PROTECTION ACCOMMODATION …….

6. Under what Section of the Planning and Development 2000 and/or what provision of the Planning and Development Regulations 2001 is exemption sought *(specific details required)*……..
SCHEDULE 2, PART 1, CLASS 20F OF THE PLANNING AND DEVELOPMENT REGULATIONS 2001 (AS AMENDED)……..
……

7. Please give a detailed description of the Proposed Development (*Use separate page if necessary*)……..

THE PROPOSED TEMPORARY CHANGE OF USE FROM HOTEL TO INTERNATIONAL PROTECTION ACCOMMODATION IS EXEMPTED DEVELOPMENT IN ACCORDANCE WITH SCHEDULE 2, PART 1, CLASS 20F OF THE PLANNING AND DEVELOPMENT REGULATIONS 2001 (AS AMENDED)

……
……
……
……
……
……

Kildare County Council
Planning Department
19 MAY 2026
RECEIVED

Section 5	**The following must be submitted for a valid application**

(Please Tick)

1.	Site Location Map (1:2500 Rural Areas) (1:1000 Urban Areas)	✓
2.	A Site Layout Plan (Scale 1:500) in full compliance with Article 23 of Planning and Development Regulations 2001	✓
3.	Drawings of the development (Scale 1:50) in full compliance with Article 23 of Planning and Development Regulations 2001	✓
4.	All drawings to differentiate between the original building, all extensions and proposed development	✓
5.	Fee of 80 Euro	✓

Section 6	**Declaration**

I, SUZANNE MCCLURE_____certify that all of the above information is correct and I have submitted all the required documents as outlined at Section 6 above.

Signature: _____ Date: 19 MAY, 2026_____

Kildare County Council
Planning Department
19 MAY 2026
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Brock McClure
PLANNING & DEVELOPMENT CONSULTANTS

63 York Road
Dún Laoghaire
Co. Dublin
www.brockmcclure.ie
01 559 3859

Kildare County Council
Planning Department
19 MAY 2026
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Planning Department
Kildare County Council
Áras an Chontae
Devoy Park,
Naas,
Co.Kildare,
W91 X77F

[submitted via email to:planningcerts@kildarecoco.ie]

19 May 2026

Section 5 Declaration Application

For lands at The Hazel Hotel, Skirteen, Monasterevin, Co. Kildare W34 YY51

Dear Sir / Madam,

We, Brock McClure Planning & Development Consultants, 63 York Road, Dún Laoghaire, Co. Dublin, have been instructed by our client, **Oscar Dawn Limited, Unit 28 Sandyford Office Park, Blackthorn Avenue, Sandyford, Dublin 18, D18 PD89,** to lodge this Section 5 Declaration application to Kildare County Council to seek a declaration as per the provisions of Section 5 (2) (a) of the *Planning & Development Act, 2000 (as amended).*

A declaration is sought to determine: *"That the temporary change of use from hotel to Temporary International Protection Accommodation is exempted development in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended) "*

We have enclosed copies of each of the following details to assist the Planning Authority in forming their decision:

- Completed Section 5 Declaration Form
- Section 5 Planning Statement prepared by Brock McClure Planning and Development Consultants
- The prescribed fee of €80.00 (paid by via EFT)
- Hazel Hotel Emergency Contract Signed
- Site Location Map by Brock McClure Planning & Development Consultants
- Existing Site Layout Plan by J. Staples & Associated Ltd.
- Existing Floor Plans by J. Staples & Associated Ltd.
- Existing Elevations by J. Staples & Associated Ltd.

We confirm that we act for Oscar Dawn Limited and request that all future correspondence in relation to this matter be directed to this office. We trust that you will find everything in order.

If you have any queries, please contact this office at the address or number below.

Yours sincerely,

Suzanne McClure
MRUP MIPI MRTPI
suzanne@brockmcclure.ie
01 559 3859

Section 5 Declaration
Planning Statement

Temporary Change of Use
Under Class 20F

at Hazel Hotel,
Skirteen,
Monasterevin,
Co.Kildare
W34 YY51

On behalf of

Oscar Dawn Limited

May 2026

Kildare County Council
Planning Department
19 MAY 2026
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Brock McClure
PLANNING & DEVELOPMENT CONSULTANTS

63 York Road,
Dún Laoghaire
Co. Dublin
www.brockmcclure.ie

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Kildare County Council
Planning Department
19 MAY 2026
RECEIVED

1 Introduction

We, Brock McClure Planning & Development Consultants, 63 York Road, Dún Laoghaire, Co. Dublin, have been instructed by our client, **Oscar Dawn Limited, Unit 28, Sandyford Office Park, Blackthorn Avenue, Sandyford, Dublin 18, D18 PD98** to submit this request for a Declaration as per the provision of Section 5 (2) (a) of the *Planning & Development Act, 2000 (as amended)* in relation to the temporary use of the building at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51, as accommodation for persons seeking international protection.

This request is accompanied by the following documents:

- Completed Section 5 Application Form
- Section 5 Planning Statement prepared by Brock McClure Planning & Development Consultants
- The prescribed fee of €80.00 (paid online)
- Hazel Hotel Emergency Contract Signed
- Site Location Map prepared by J. Staples & Associates.
- Site Layout Plan prepared by J. Staples & Associates.
- Existing Floor Plans prepared by J. Staples & Associates.
- Existing Elevations prepared by J. Staples & Associates.

The application seeks a Section 5 Declaration to confirm that the temporary use of the building to accommodate persons seeking international protection, is exempted development in accordance with Class 20F of Schedule 2 Part 1 of the Planning and Development Regulations (2001) as amended.

The temporary use of the buildings is on behalf of the Minister of Justice, Home Affairs and Migration (previously, Minister of Children, Equality, Disability, Integration and Youth) to assist in meeting Ireland's legal obligation to provide accommodation to persons seeking international protection. Details from the existing contract from the Minister's Department is provided with this application to confirm the current arrangement on site.

To assist the local authority's consideration, this Planning Statement is set out as follows:

- Section 2 - Site Context
- Section 3 - Planning History
- Section 4 - Planning Policy Context
- Section 5 - The Proposal
- Section 6 - Planning Legislation
- Section 7 - Conclusion

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This report sets out that:

- The most recent use of the building prior to occupation by those seeking international protection is 'hotel'. Hotels are included on the list of applicable buildings contained in Class 20F of the Planning and Development Regulations (2001) (as amended).
- No works are proposed to the building itself, and rather, it is only the proposed temporary use of the building that is subject to this request for a Section 5 Declaration.
- The temporary use of the buildings is on behalf of the Minister of Justice, Home Affairs and Migration (previously, Minister of Children, Equality, Disability, Integration and Youth) to assist in meeting Ireland's legal obligation to provide accommodation to international protection applicants. Details from the existing contract from the Minister's Department is provided with this application to confirm the current arrangement on site.
- The proposal meets the conditions and limitations of Class 20F.

- The proposal meets the requirements of Section 9 (1) (a) of the Planning and Development Regulations (2001) (as amended).
- The use for the purposes of accommodating persons seeking international protection will be discontinued not later than 31 December 2028, or on another further extended date set out in relevant statutory instruments.

1.1 Summary of Outcome Sought in this Declaration Request

The applicant is seeking a declaration from Kildare County Council under the provisions of Section 5 (2) (a) of the Planning and Development Act to determine:

"That the temporary change of use from hotel to International Protection Accommodation is exempted development in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended)."

It is our professional planning opinion that the proposal outlined above is 'exempted development' in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended).



2 Site Context

2.1 Site Location & Details

The subject site is located at Hazel Hotel, Skirteen, Monasterevin, Co. Kildare, W34 YY51 and measures approx. 2.011 ha. The subject site is located on the outskirts of Monasterevin Town. It is located approx. 600 m from the town centre. The site currently contains 1 no. building, with permitted extensions to accommodate 35 no. bedrooms.

A site aerial is shown below for the benefit of the Planning Authority.

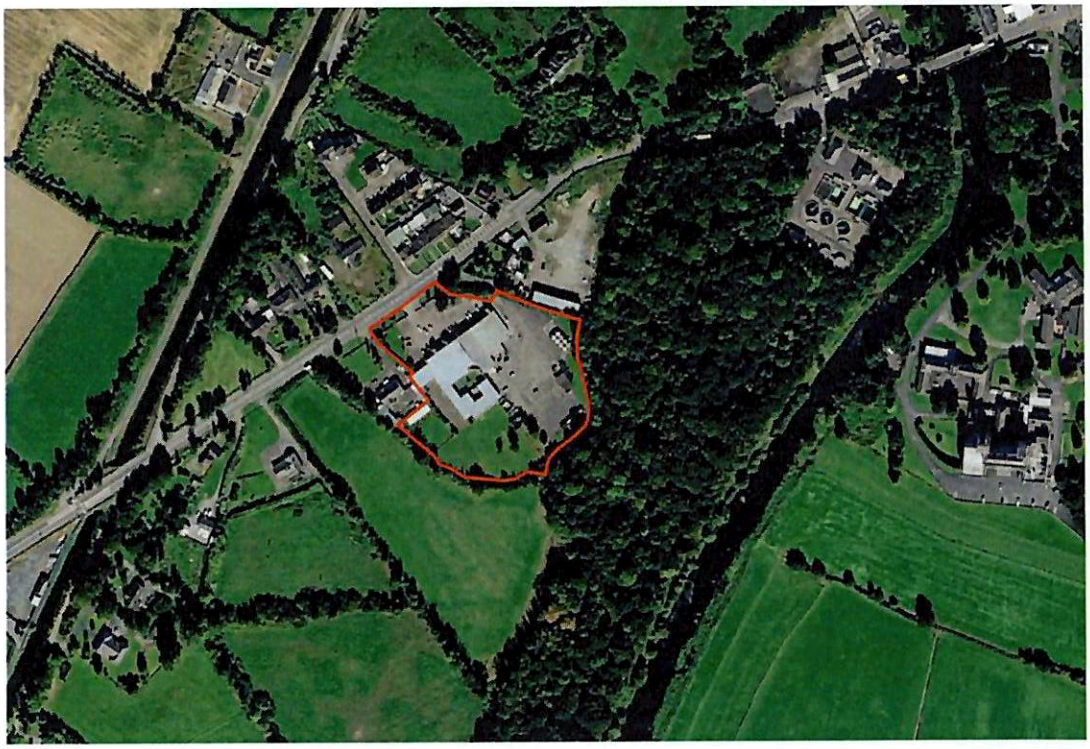


Figure 1 - Aerial Map with site outlined in Red

2.2 History & Current Use of the Building

Prior to the occupation of the building by persons seeking international protection, the Hazel Hotel was an operating hotel until its closure in 2010. It was sold in 2011, and was renovated to an accommodation centre in 2015 and has operated as an IPAS accommodation centre since.

Hotel use is sufficiently wide to facilitate the accommodation of those seeking international protection under Class 20F of the Planning and Development Regulations 2001 (as amended).

The applicant currently has a contract with the Department of Justice, Home Affairs and Migration (previously, Department of Children, Equality, Disability, Integration and Youth) to house those seeking international protection. A copy of this contract is enclosed with the application documentation.

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3 Relevant Planning History

A brief synopsis of the planning history for the site is set out below for the convenience of the Planning Authority.

Ref.	Description	Decision
24357	For the development of a solar panel array consisting of up to c.94kWp (c.414m2) of solar panels fixed to metal frames and anchored to the ground, cable ducts and all associated works.	Grant 04/06/2025
02321	For eighteen bedroom extension to hotel, alterations to toilets and lobby area and erection of first floor offices	Grant 12/05/2003
011588	Retention of 7 no. bedrooms, (b) for an additional 2 no. bedrooms, (c) retention of prefabricated staff accommodation, (d) retention of American boutique to the rear of the site, (e) retention of service yard, utility building on site	Grant 12/05/2003
001332	Erection of a sign at the entrance	Grant 27/12/2000
901029	Addition of bedrooms	Grant 23/01/1991
891426	Extension to dining room	Grant 01/03/1990
89156	Erection of a Sign	Grant 19/05/1989
8935	Function room, kitchen, new front elevation and car park	Grant 21/04/1989
78304	Erection of Function Room	Grant 31/03/1978
76884	Additional Bedroom	Grant 30/03/1976
76223	Retention of Road Signs	Refused 30/03/1976

Table 1 - Summary Planning History pertaining to subject site

The above planning history confirms the subject site's use as a hotel.

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4 Planning Context

4.1 Kildare County Development Plan 2023-2029

The Kildare County Development Plan 2023-2029 represents the statutory planning document governing the subject site. The Kildare County Development Plan 2023-2029 was adopted by the elected members of Kildare County Council on 9th of December 2022. The Plan came into effect on the 28th January 2023 and has since been subject to 3 no. variations.

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The Kildare Development Plan 2023-2029 does not provide a specific zoning of the site in Monasterevin. Therefore the land use zoning must have regard to the standalone local area plan, the Monasterevin Local Area Plan 2016-2022. The Monasterevin Local Area Plan 2025-2031 is under review. It is in the preparation stage of the Draft Plan and Issues Paper. A consultation ran from the 9th of April to Wednesday 22nd of May 2024, so the zoning must have regard to the adopted Monasterevin Local Area Plan 2016-2022 until the review of the Monasterevin Local Area Plan 2025-2031 is complete.

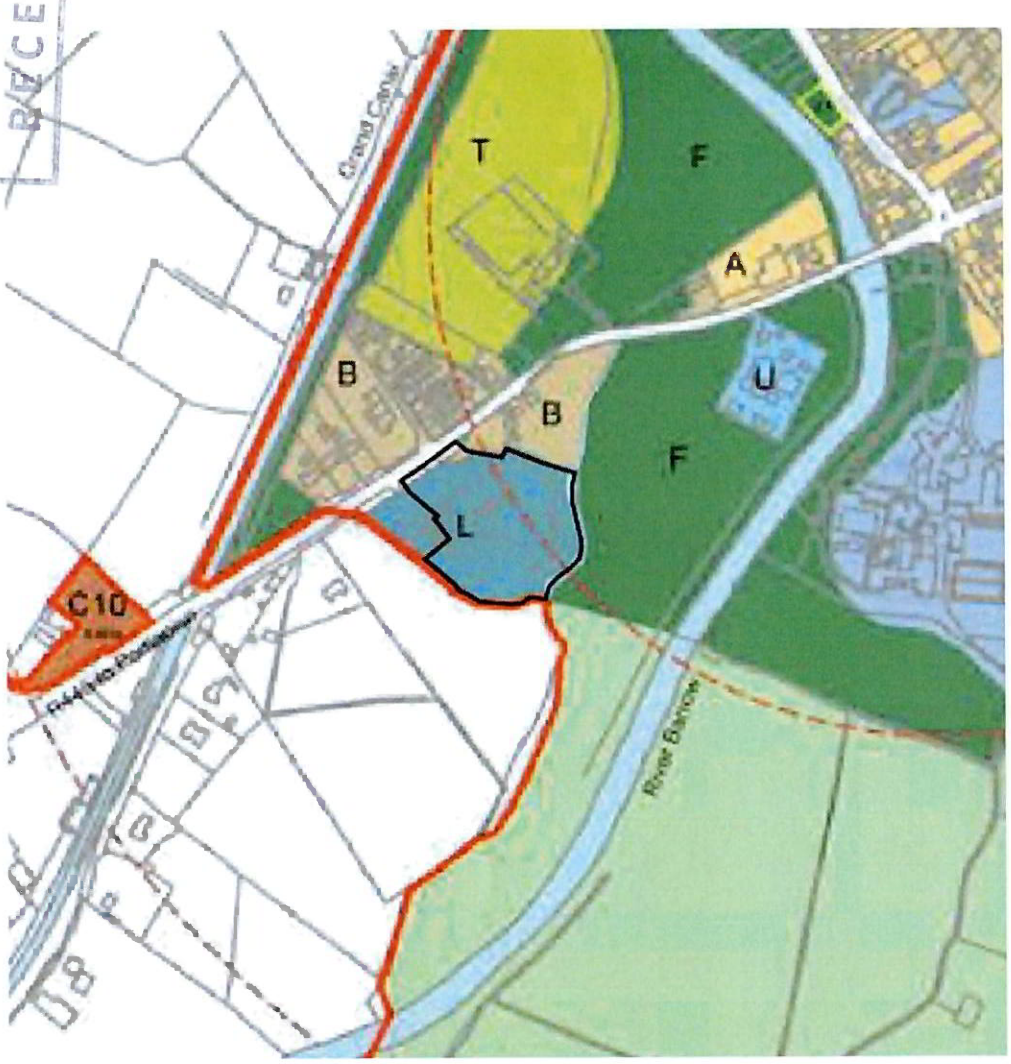


Figure 2 – Kildare Town Zoning Map Extract (site outlined in Black)

As outlined in the figure above, the subject site is zoned 'L: Leisure & Amenity' with an objective to "*To improve existing leisure and amenity facilities.*" The purpose of this zoning is to reflect the established hotel use on site (The Hazel Hotel) and to provide for new and improved leisure and amenity facilities and ancillary uses on site.

The most recent use at this site is an IPAS accommodation centre. The previous use of the site was a hotel which was permitted in principle under the site's zoning objective.

4.2 Protected Sites

The site is located near a Proposed Natural Heritage Area (pNHA: 002104-Grand Canal) and is adjacent to a Special Area of Conservation (SAC: 002162-River Barrow and River Nore SAC). The Hazel Hotel is an existing structure and there is no physical development to the building. The development only relates to the use which is currently established in the area. As a result, it can be noted that there will be no adverse impact on the protected areas.

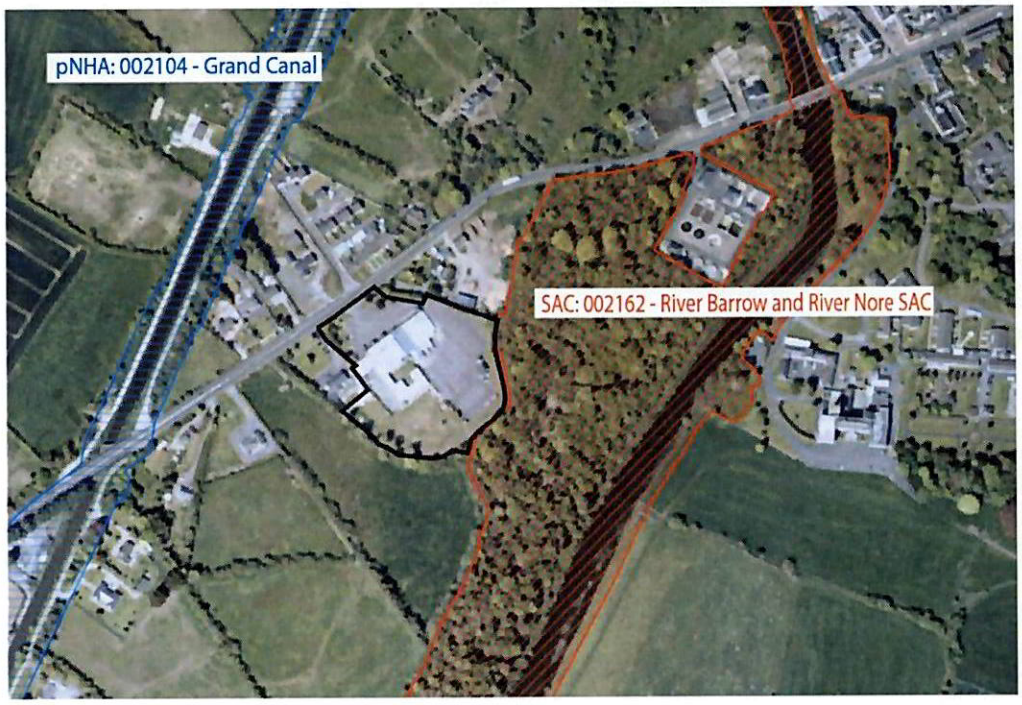


Figure 3· Protected Sites near Subject Site

4.3 Policies in relation to the use

We note specifically the following policies form the Kildare County Development Plan 2023-2029 :

Policy HO O35 *"Continue to work with Central Government and relevant State Agencies to support the provision of housing for International Protection Applicants (asylum seekers/ refugees) in County Kildare, and to support those communities in accessing Council services in their widest provision (including arts and culture)."*

Policy HO P8 *"Ensure that groups with specialist housing needs, such as older persons, people with disabilities, the homeless, Travellers, those in need of emergency accommodation including those fleeing domestic violence, are accommodated in a way suitable to each of their specific needs."*

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5 The Proposal

This report can confirm that there are no proposed works internally or externally to the existing structures on site. The existing drawings provided with this declaration are as the buildings exist and as they will remain.

The current proposal very simply confirms the temporary use of the building for those seeking international protection.

The figures below outline the location of the building, the layouts and the existing ground floor and first floor plans subject of this Section 5 Declaration. Please refer to the J. Staples & Associated Ltd. pack included with this application for a full suite of Architectural drawings.

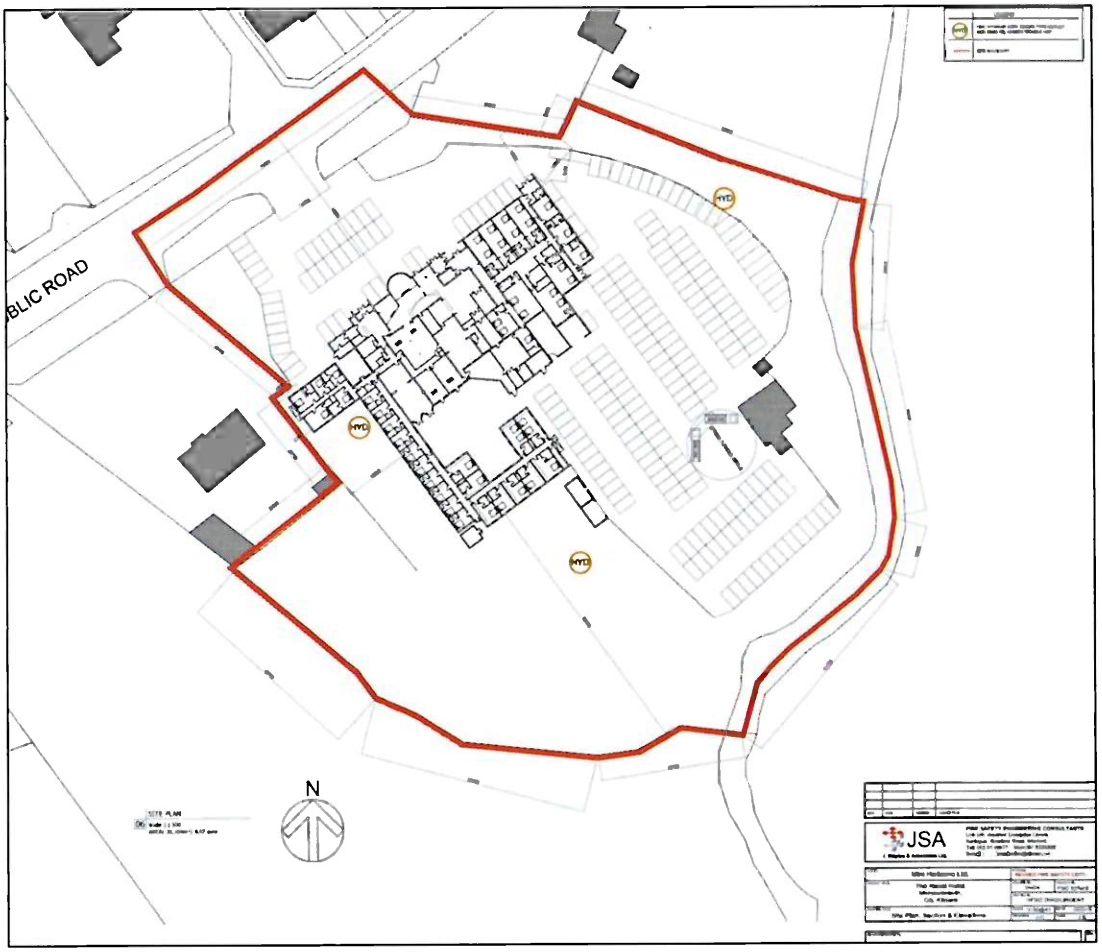


Figure 4 - Site Layout Plan

The Hazel Hotel building functions as a 35 bedroom property. All of the bedrooms have en-suite bathroom facilities. The property is primarily configured to accommodate families, with all 35 rooms suitable for family occupancy where required. In addition, an element of the accommodation provision is allocated for single adults and adult residents, depending on operational needs and resident profiles.

The Hazel Hotel further comprises a large reception, a spacious dining area, a communal kitchen area with individual cooking stations and a well-stocked shop that residents used points to purchase items with. There was also a social room with gym equipment, three meeting/study rooms, a multi-faith prayer room, a laundry room and a large play room for children. The external areas of the centre had a football pitch, basketball court and children's play area.

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Figure 5 - Ground Floor Layout Plan



Figure 6 - Elevations

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6 Statutory Provisions

6.1 Planning and Development Act, 2000 (as amended)

Section 2 (1) of the Planning and Development Act 2000 (as amended) states:

> *'In this Act, except where the context otherwise requires –*
>
> ***"works"** includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure'.*

Section 3 (1) of the Planning and Development Act 2000 (as amended) states:

> *'In this Act, **"development"** means, except where the context otherwise requires, the carrying out of any works on, in, over or under land or the making of any material change in the use of any structures or other land'.*

Section 4 (4) of the Planning and Development Act 2000 (as amended) states:

> *'Notwithstanding paragraphs (a), (i), (ia) and (l) of subsection (1) and any regulations under subsection (2), development shall not be exempted development if an environmental impact assessment or an appropriate assessment of the development is required'.*

It is considered that an environmental impact assessment or appropriate assessment are not required in respect of the subject proposal.

The proposal for change of use from Hotel to Temporary International Protection Accommodation will utilise existing foul and surface water drainage connections associated with the hotel development.

6.2 Planning and Development Regulations 2001 (as amended)

The change of use from hotel use to temporary international protection accommodation is considered 'exempted development' in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended), which lists the following as exempted development:

> ***'Temporary use by or on behalf of the Minister for Children, Equality, Disability, Integration and Youth to accommodate or support displaced persons or persons seeking international protection of any structure or part of a structure used as a** school, college, university, training centre, social centre, community centre, non-residential club, art gallery, museum, library, reading room, sports club or stadium, gymnasium, **hotel,** convention centre, conference centre, shop, office, Defence Forces barracks, light industrial building, airport operational building, wholesale warehouse or repository, local authority administrative office, play centre, medical and other health and social care accommodation, event and exhibition space or any structure or part of structure normally used for public worship or religious instruction'.*

Class 20F was inserted by article 2 of S.I. No. 605 Planning and Development (Amendment) (No. 4) Regulations 2022 and substituted by article 2 of S.I. No. 376/2023 Planning and Development (Exempted Development) (No. 4) Regulations 2023. **There is a clear exemption provided for buildings that are defined as 'hotel' for temporary use to accommodation persons seeking international protection as highlighted above.**

Article 6 (1) of the Planning and Development Regulations 2001 (as amended) states:

> *"Subject to article 9, development of a class specified in column 1 of Part 1 of Schedule 2 shall be exempted development for the purposes of the Act, provided that such development complies with the conditions and limitations specified in column 2 of the said Part 1 opposite the mention of that class in the said column 1."*

The below table outlines the conditions and limitations associated with exempted development Class 20F, and a response from the applicant to each for the benefit of the Planning Authority:

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	Exempted Development Class 20F – Conditions and Limitations	Applicant Response
1	The temporary use shall only be for the purposes of accommodating displaced persons or for the purposes of accommodating persons seeking international protection.	The temporary use is only for the purpose of accommodating persons seeking international protection. Our client has an existing contract with IPAS on behalf of the Minister for Children, Equality, Disability, Integration and Youth to provide accommodation services to persons seeking International Protection. We refer the Planning Authority to a copy of this contract enclosed.
2	Subject to paragraph 4 of this class, the use for the purposes of accommodating displaced persons shall be discontinued when the temporary protection introduced by the Council Implementing Decision (EU) 2022/382 of 4 March 2022[1] comes to an end in accordance with Article 6 of the Council Directive 2001/55/EC of 20 July 2001.	This limitation is noted – We confirm that our client has an existing contract with IPAS on behalf of the Minister for Children, Equality, Disability, Integration and Youth to provide accommodation services to persons seeking International Protection only. We refer the Planning Authority to a copy of this contract enclosed.
3	The use for the purposes of accommodating persons seeking international protection shall be discontinued not later than 31 December 2028.	This limitation is noted - The use for the purposes of accommodating persons seeking international protection will be discontinued not later than 31 December 2028.
4	Where the obligation to provide temporary protection is discontinued in accordance with paragraph 2 of this class, on a date that is earlier than 31 December 2028, the temporary use of any structure which has been used for the accommodation of displaced persons shall continue for the purposes of accommodating persons seeking international protection in accordance with paragraph 3 of this class.	This limitation is noted - Where temporary use of any structure for displaced persons is discontinued in accordance with the above the use shall continue for the accommodation of persons seeking international protection.
5	The relevant local authority must be notified of locations where change of use is taking place prior the commencement of development.	This limitation is noted - Notice to Kildare County Council will be submitted as required.
6	'displaced persons', for the purpose of this class, means persons to whom temporary protection applies in accordance with Article 2 of Council Implementing Decision (EU) 2022/382 of 4 March 2022.	This limitation is noted.
7	'international protection', for the purpose of this class, has the meaning given to it in section 2 (1) of the International Protection Act 2015 (No. 66 of 2015). 8. 'temporary protection', for the purpose of this class, has the meaning given to it in Article	This limitation is noted- This is fully understood and will be complied with in full. International protection means status in the State either – (a) as a refugee, on the basis of a refugee declaration, or (b) as a person

	2 of Council Directive 2001/55/EC of 20 July 2001."	eligible for subsidiary protection, on the basis of a subsidiary protection declaration;
8	'Temporary protection', for the purpose of this class, has the meaning given to it in Article 2 of Council Directive 2001/55/EC of 20 July 2001.	This is fully understood and will be compiled with in full.

Table 2 - Exempted Development Class 20F Conditions and Limitations

Referring to Article 9(1) of the Planning and Development Regulations 2001 (as amended), the only restrictions considered potentially relevant to the proposal are set out below:

a) If the carrying out of such development would –

i. Contravene a condition attached to a planning permission under the Act or be inconsistent with any use specifies in a permission under the Act.

ii. Endanger public safety by reason of traffic hazard or obstruction of road users,

iii. Consist of or comprise the extension, alteration, repair or renewal of an unauthorised structure or a structure the use of which is an unauthorised use,

vii. Comprise development in relation to which a planning authority or An Bord Pleanála is the competent authority in relation to appropriate assessment and the development would require an appropriate assessment because it would be likely to have a significant effect on the integrity of a European site.

In response to Article 9 and having reviewed the subject proposal against the criteria outlined above, we conclude that the proposal does not contravene a condition attached to any previous planning applications pertaining to the subject site.

The change of use from hotel to Temporary International Protection Accommodation will comply with all requirements of the Department of Justice, Home Affairs and Migration. It is therefore considered that no impact to traffic safety or public safety is likely to occur as a result.

The proposal does not require appropriate assessment. It is not considered that the proposed development will have a significant impact on the integrity of any European sites.

The temporary change of use from hotel to Temporary International Protection Accommodation will not consist of or comprise the extension, alteration, repair or renewal of an unauthorised structure, or a structure the use of which is an unauthorised use. We note specifically that there are no physical works proposed to the buildings that comprise extension, alteration, repair or renewal. In addition, we note that the most recent use of the buildings is hotel.

Accordingly, the temporary use of the building by or on behalf of the Minister Justice, Home Affairs and Migration to accommodate or support persons seeking international protection is considered to be **'exempted development'.**

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7 Conclusion

The content of this report is offered in assistance to Kildare County Council in providing a Section 5 Declaration within the 4-week period of receipt of this request.

The applicant is now seeking a declaration from Kildare County Council under the provisions of Section 5 (2) (a) of the Planning and Development Act to determine:

> ***"That the temporary change of use from hotel to International Protection Accommodation is exempted development in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended)."***

It is our professional planning opinion that the proposal outlined above is 'exempted development' in accordance with Schedule 2, Part 1, Class 20F of the Planning and Development Regulations 2001 (as amended).

We ask the Planning Authority to concur with the following points:

- The proposed temporary use of the buildings falls within Class 20F of Part 1 of Schedule 2 of the Planning and Development Regulations 2001, as amended, and would therefore, constitute exempted development.
- None of the restrictions on exemption set out in Article 9 (1) of these Regulations apply in this instance.

We trust the above documentation is in order. If further information is required to assist in the Declaration, Brock McClure Planning and Development Consultants will respond accordingly.

We look forward to a favourable decision in due course.

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An Roinn Leanai, Comhionannais,
Michumais, Lanphairtiochta agus Oige
Department of Children, Equality,
Disability, Integration and Youth

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AGREEMENT

BETWEEN

The Minister for the Department of Children, Equality, Disability, Integration and Youth.

AND

Oscar Dawn Limited - CRO 562617

FOR EMERGENCY ACCOMMODATION FOR PERSONS SEEKING INTERNATIONAL PROTECTION
AT

The Hazel Hotel, Skirteen, Monasterevin, Co.Kildare W34 YY51

FOR THE PERIOD

1st July 2024 to 30th June 2026

SEIRBHISi AN tSOLATHAIR COSAINT IDIRNAISIUNTA, BOSCA O. P. 11487, BAILE ATHA CLIATH 2
INTERNATIONAL PROTECTION PROCUREMENT SERVICES, P.O. BOX 11487, DUBLIN 2
T +353 1 4183200
E: ipps@equality.gov.ie

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THIS AGREEMENT IS MADE THE 19th OF APRIL 2024 BETWEEN

The Minister for Children, Equality, Disability, Integration and Youth, of Block 1, Miesian Plaza, 50 - 58 Lower Baggot Street , D02 XW14 (the "Client");

And

OSCAR DAWN LIMITED of UNIT 28, SANDYFORD OFFICE PARK, BLACKTHORN AVENUE, SANDYFORD BUSINESS PARK, DUBLIN 18, D18 PD89, IRELAND - 562617
(the "Contractor")

(each a "Party" and together "the Parties").

Background

The Client has adopted a programme for the provision of accommodation to those seeking international protection within the State and has allocated this task to the International Protection Procurement Services (IPPS) and the International Application Service (IPAS). IPPS and IPAS are constituent parts of the Department of Children, Equality, Disability, Integration and Youth and references to the Client shall be deemed to include the Department, IPPS, IPAS and the Client's employee(s), agent(s), inspector(s), subcontractor(s) or such other duly appointed representative(s).

IT IS HEREBY AGREED by and between the Parties hereto as follows: -

A. The Contractor hereby agrees to provide the accommodation and other services hereinafter described (the Services") to the Client and the Client's nominees in accordance with this Agreement (the "Agreement") for the use by persons identified by the Client as needing accommodation (the "Resident(s)"), which said accommodation and other services shall be to a standard that is reasonable having regard to the emergency daily needs of those seeking international protection at (the "Centre").

B. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Appendix II ("the Charges"). The Charges are inclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

C. For the purposes of this Agreement, the Client's Contact is the IPPS team at 2nd Floor, Montague Court, 7-11 Montague Street, Dublin 2; the Contractor's Contact is Graham Carry of UNIT 28, SANDYFORD OFFICE PARK, BLACKTHORN AVENUE, SANDYFORD BUSINESS PARK, DUBLIN 18, D18 PD89, IRELAND

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D. This Agreement shall supersede and replace any previous Agreements between the Parties, and shall take effect on 1st of July 2024 ("the Effective Date") and shall expire on 30th June 2026 unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated ("the Term"). Nothing in this Agreement shall be taken to commit either party to any renewal of this Agreement.

E. As a condition precedent to the commencement of this Agreement under Clause D the Contractor shall complete and submit to the Client a Declaration as to Personal Circumstances of Contractor in the form attached at Appendix VI.

F. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

G. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

H. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise.

I. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

TERMS & CONDITIONS

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services hereunder at the Accommodation and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill, and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

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B. In consideration of the payment of the Charges and subject to clause 3 the Contractor agrees as follows:

1) The Contractor shall provide the Services and each of them individually in accordance with the terms of this Agreement;
2) The Contractor shall comply with and implement any policies, guidelines and/or directions issued by the Client from time to time and notified to the Contractor in writing including Compliance with, and implementation of all IPAS Policies available at this link: https://www.gov.ie/en/publication/5f9dd-policy-documents/
3) The Contractor shall provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of health and safety, environmental, social, child protection, and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. 284/2016) ("the Procurement Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of complying with this Agreement.
4) The Contractor shall ensure the availability of sufficient bedrooms and bed spaces at all times to achieve the agreed capacity of Residents and rooms in the Centre as specified in APPENDIX II.
5) The Contractor shall not exceed the maximum number of Residents at the Centre without the prior approval and agreement in writing of the Client.
6) The Contractor shall accommodate any person whom the Client refers to the Contractor.
7) The Contractor shall assign suitable accommodation units to each Resident or family of Residents.
8) The Contractor shall ensure maximisation of capacity at all times including turning around vacant rooms/units without delay (cleaning/minor repairs within 24 hours or refurbishment within a reasonable period of time).
9) The Contractor shall inform the Client where a Resident informs the Contractor that she/he is vacating the accommodation. The Contractor shall also inform such other parties (e.g., CWO, etc) as Client may from time advise the Contractor.
10) The Contractor shall inform the Client if a Resident has not used the accommodation for a period of 3 consecutive nights.
11) The Contractor shall provide the Client with such information regarding Residents as the Client may request from time to time and when required to do so.

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12) The Contractor shall provide the Client with all information regarding incidents and accidents at the Centre. The information provided should include full details and history of the incident/accident and ongoing updates;
13) The Contractor shall inform the Client as soon as possible of each and every incident where An Garda Siochana or another Emergency Service is contacted/or called to the Centre.
14) The Contractor shall liaise with such other relevant parties (e.g., Community Welfare Officer (CWO), HSE, state agencies, non-governmental organisations, etc.) as required by the Contracting Authority.
15) The Contractor shall put emergency protocols in place and communicate same to staff & Residents, including information on fire safety, and is responsible for the implementation of all fire safety procedures and equipment at the Centre.
16) The Contractor shall ensure that the Centre fully adheres to statutory fire and building control regulations and shall cooperate fully with local authority offices in this regard.
17) The Contractor shall inform all Residents of the Centre rules, fire, life safety, security, any HSE protocols for infection prevention and control and social distancing requirements which Residents will be expected to adhere to for the duration of their stay.
18) The Contractor shall ensure that appropriate arrangements are put in place to manage such public health guidelines as may be issued from time to time thoughout the Centre including where same impacts on social distancing and dining arrangements.
19) to the best of their ability record the name and Temporary Residence Certificate reference number of each Resident in the official register of those seeking international protection on his/her arrival at the Centre and thereafter on a daily basis - see format at Appendix I. The register shall be available for inspection, at all times, by any officer designated by the Client. In addition, the Contractor shall forward to the Client by e-mail, before 22:00 each Sunday a copy of the updated register, including arrivals, departures, vacancies and reconciliation sheets. This information must be presented in the agreed format, and e-mailed to IPASRegistersinboxffiequality.gov.ie
20) The Contractor acknowledges and agrees that the placement of persons seeking international protection in the Centre is the function of the Client. The Client shall arrange for the transportation of said persons to The Contractor.
21) The Contractor acknowledges and agrees that transfer of persons from the Centre to another location providing accommodation for persons seeking international protection is a function of the Client only. Persons shall not be transferred without the prior notification and approval of the Client.
22) The Contractor acknowledges and agrees that a Resident or any other person who the Client refers to the Contractor for accommodation shall not be accommodated at any other premises other than the Centre, or be

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temporarily transferred out of the Centre and then returned to the Centre, without the prior approval and agreement of the Client.

23) If the Centre is not within easy walking distance (less than 2km) of all local services and amenities including, at a minimum, access to regular transport, grocery shopping, doctor and post office, then the Contractor shall put suitable transport arrangements in place.
24) The contractor will provide non-routine taxi transport for residents in cases of medical appointment that include, but not exclusive to, post-surgery and post birth appointments.
25) The Contractor must ensure that the kitchen and dining areas are of sufficient size to cater for the number of Residents.
26) Kitchen must be accessible to residents at all times.
27) Those persons seeking international protection shall be offered a meal and/or refreshments on arrival. When travelling to an interview by the Department in connection with their application for protection, Residents shall be provided with a packed lunch.
28) The Contractor shall use responsibly sourced products at the Centre and food from the meat, poultry, egg and seafood categories must be sourced from accredited schemes.
29) The Contractor shall provide a refreshment station(s) which Residents can access on a 24/7 basis to include sink, microwave, kettle, fridges, hot and cold water, cutlery and crockery, healthy snacks, tea, coffee and water.
30) The Contractor has committed to a points allocated system/ voucher system, to allow the Residents to avail of an Independent Living model.
31) Upon transitioning where a food hall that runs on a points system is in operation at the Centre, points per product shall be determined and agreed with IPPS/IPAS. Residents should be allowed the opportunity to carry over any points not used over an agreed period of time. Please see below APPENDIX III: Points System for point's allocation per person. This is all times subject review and change by IPPS/IPAS.
32) The Contractor shall ensure that each bedroom meets the following minimum requirements;
    a) Each bedroom must have its own lockable door and floor to ceiling walls.
    b) Bedrooms must at a minimum include:
        (a) A minimum space of 4.65m^2 as per the Housing Act of 1966 for each Resident;
        (b) A minimum ceiling height of 2.4m. Where the ceiling is lower than 2.4m, the floor space below it will not be considered;
        (c) Double, single or bunk beds (bunk beds not permitted for elderly, vulnerable Residents including pregnant women or for Residents over 15 years of age unless requested) including adequate bedding and towels;

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(d) Adequate Storage (e.g. Wardrobe / Chest of Drawers, Bedside Lockers, etc.), TV, desk and adjustable chair suitable for home working/studying;
(e) Security Safe/locker (per Resident/per couple). Safe/Locker(s) must be located in bedrooms in settings with communal facilities;
(f) Sufficient heating
(g) Adequate number of accessible electrical sockets; appropriate floor covering and lighting including at least a lamp and a main light, curtains and blinds.

33) The Contractor shall provide additional storage for Residents to store bulky items such as suitcases outside of their bedrooms.
34) The Contractor shall provide bed linen, towels and toiletries to persons on arrival. The bed linen and towels shall be cleaned on at least a weekly basis.
35) The Contractor shall provide, free of charge, a laundry service for Residents. The laundry service and any self-service laundry facilities shall be be available on a daily basis. If Self-service, there must be at least two (2) washing machines and two (2) dryers for each 25 Residents. Washers and dryers must be separate machines. Washing powder/detergent to be available free of charge to Residents. Outdoor clothes drying spaces must be provided where there is appropriate outdoor space within the curtilage of the Centre. Clothes airers (clothes horse) must additionally be made available to Residents. Irons and ironing boards must be made available to Residents as required. Laundry facilities shall be on-site or within the curtilage of the Centre.
36) The Contractor shall provide toiletries and replenish same as required. Feminine Hygiene products shall be made available to female Residents.
37) The Contractor shall provide nappies as required, the cost of which nappies duly vouched shall be reimbursed by the Client.
38) The Contractor shall discharge all outgoings relating to the Centre, including those relating to Utility Services, waste disposal and taxes;
39) The Contractor shall the Centre clean, safe and tidy and shall ensure that the Centre is cleaned on a weekly basis and maintained in good repair for the duration of this Agreement.
40) The Contractor shall clean the bedrooms/accommodation units on a weekly basis.
41) The Contractor shall keep the Centre adequately ventilated, warm and lit.
42) The Client's Accommodation Centre House, Rules and Procedures are set out in the IPAS/IPPS's booklet dated January 2019 (or any amended version thereof), can be found here. The Contractor shall inform and make all staff aware of the contents of this booklet and that a copy of the booklet is given to Residents on arrival.
43) The Contractor shall operate a strict code of practice for persons working in the Centre as set out in the IPAS/IPPS's Code of Practice dated 29 September 2005 (or any amended version thereof) and shall inform and make all persons

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working in the Centre are aware of this Code of Practice. A copy of the Code of Practice can be found here.

44) The Contractor shall roster sufficient, appropriately trained staff, including management, to run the Services effectively and ensure that all required and appropriate staff are onsite on a 24/7/365 basis.

45) The Contractor agrees and shall ensure that all staff, employees or other Centre personnel shall be Garda vetted in accordance with the National Vetting Bureau (Children and Vulnerable Persons) Act 2012.

46) The Contractor will comply with and implement the provisions of the Children's First Act 2015, in particular the requirement to have a Child Safeguarding Statement and acceptance of the requirement for accommodation managers and/or designated liaison persons to be "mandated reporting persons" within the meaning of the Act. Full text of the Act is available online at http://www.irishstatutebook.ie/. A copy of the Contracting Authority's Child Safeguarding Statement and Child Protection Policy is available at https://www.gov.ie/en/publication/ba511f-child-safeguarding-statement-department-of-children-and-youth-affair/

47) The Contractor shall engage with the Client's IPAS Resident Welfare Team ("the RW Team") including complying with the RW Team's instructions, informing the RW Team of emerging needs of Residents as they arise, and flagging any special reception needs identified for Residents previously undetected as vulnerable applicants.

48) A suitable private area will be available for the use of the Client, IPAS and the Client's state service partners such as HSE, Department of Social Protection and Tusia Education Support Services (for the avoidance for doubt this is not an exhaustive list).

49) The Contractor shall liaise with Residents to provide them with a voice in how services are managed at the Centre through supporting a Residents' committee. Additionally, the Contractor shall put a formal reporting system in place for Residents to report any issues and complaints and a process for dealing with and resolving same in compliance with IPAS complaints policy.

50) The Contractor will provide free Wi-Fi facilities throughout the Centre which will be available to all Residents.

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C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(3) above, to the extent that it or they are retained by the Contractor. Subject to clause 12, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of the Procurement Regulations apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.

H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.

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1. In the case of public procurement procedures which are subject to an IPI measure within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:
   i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
   ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
   iii. to provide to the Client, upon request, adequate evidence corresponding to point (i) or (ii) above;
   iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:
   1. It owns the Centre and/or has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the accommodation and the Services hereunder;
   2. It has obtained and complied with all necessary consents, permissions and approvals in respect of the Accommodation, including all necessary permissions from the relevant local authority;
   3. the Accommodation is compliant with all relevant statutory requirements including but not limited to building regulations (and associated Technical Guidance Documents), standards and guidelines, fire safety certificates, disability access certificates;
   4. It has not received any planning enforcement notices or warning letters under the Planning and Development Acts 2000 to 2021 and no fire safety notices have been served on the Contractor by the relevant local authority;
   5. The use of the Accommodation for the provision of the accommodation and the Services as set out it in this Agreement has all necessary permissions and does not constitute unauthorised development (including unauthorised use) within the meaning of the Planning and Development Acts 2000 to 2021;
   6. It has obtained the consent of any mortgagee/charge holder over the Centre as is required in order for the Contractor to enter into this Agreement and same has been procured by the Contractor without condition;
   7. It is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

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8. It is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
9. It has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the accommodation and the Services as they apply to the Contractor;
10. It has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
11. the status of the Contractor and the circumstances set out in the "Declaration as to Personal Circumstances of Tenderer" dated 26th June 2024, remain unchanged;
12. it has obtained and shall maintain for the Term of the Agreement all relevant and necessary consents, permissions, licenses and agreements to use the Centre and provide the Services at the Centre as set out it in this Agreement and the Contractor agrees to promptly furnish copies of such consents, permissions, licenses and/or agreements at the request of the Client;
13. It shall maintain for the term of the Agreement all relevant insurances as necessary to provide the Services at the Centre and shall prior to the commencement of this Agreement extend its/his/her public liability and all risks cover insurance to the entire Centre and shall indemnify the Client in relation to all claims arising from the operation of the Centre and the contractor shall have the interests of the Client noted on the public liability insurance policy. The Contractor shall notify his/her insurers of the use to which the Centre shall be put and shall provide his/her insurers with a copy of this agreement, and shall furnish to the Client evidence that such cover has been procured. The minimum level of such public liability insurance shall be €6,500,000 in respect of each and every incident, unlimited in any one period of insurance. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. Payments under this Agreement are at all times conditional on the Contractor being in compliance with this Clause;
14. It has all necessary resources and agreements in place to carry out its obligations and responsibilities under this Agreement; and
15. The Client shall be under no obligation to purchase any minimum number or value of Services.

B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 2.A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

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C. For the avoidance of doubt and without prejudice to the Client's rights under Clause 6.5 (and in addition to, and without prejudice to, any other rights which it has under this Agreement, any other agreement, at law or in equity) where at any time during the Term of the Agreement:

(1) there is a change to the planning status of the Accommodation which negatively impacts on the continued use of the Accommodation and/or the provision of the Services at the Accommodation, including but not limited to the cesser and/or disapplication of any exempted development status or exempted use status (within the meaning of the Planning and Development Regulations 2001 (as amended)) or where otherwise exempted development or exempted use is not regarded as exempt in accordance with the provisions of the Planning and Development Act 2000 (as amended) or any regulations made there under, or

(2) the relevant Local Planning Authority issues a warning letter, serves an enforcement notice and or institutes legal proceedings in relation to or affecting the Accommodation on or against the Contractor, and/or the owner of the Accommodation if different to the Contractor, or

(3) the relevant Local Fire Authority issues a warning letter, serves a fire safety notice and or institutes legal proceedings in relation to or affecting the Accommodation on or against the Contractor, and/or the owner of the Accommodation if different to the Contractor,

then the Contractor shall immediately notify the Client of such an occurrence and comply with all reasonable directions and requests for information as the Client may have in accordance Clause 2B.

D. In addition and without prejudice to the Client's rights under Clause 6.5 (and in addition to, and without prejudice to, any other rights which it has at under this Agreement, any other agreement, at law or in equity) in the event of any of the occurrences as set out in Clause 2C the Client reserves the right in its sole discretion and acting reasonably to immediately remove and withdraw all or some of the Residents or other persons then in occupation of the Accommodation without liability for compensation or damages on the part of the Client and further the Client shall be relieved from any obligation to make payments and shall not otherwise be liable to pay the Charges under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement until such time as the relevant warning letter, enforcement notice, fire safety notice or legal proceedings have been rescinded, lifted, withdrawn or dismissed as the case may be.

For the avoidance of doubt:

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(1) payments foregone under this Clause 2D shall be waived in their entirety and shall not be subject to withholding and repayment under the terms of Clause 5.1 or Clause 5.2,
(2) where the Client in its sole discretion (and without being obliged to do so) decides to withdraw only some of the Residents or agrees with the Contractor for the continued occupation of part of the Accommodation then the maximum number of rooms and the maximum number of Residents as set out in Appendix II will be reduced accordingly.

3. PAYMENT

A. Subject to the terms and conditions of this Agreement and the provisions of this clause 3 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Appendix II. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Payment shall be made in advance on a monthly basis, subsequent to the first payment, following submission of a valid invoice by the Contractor to the Client.

C. An invoice for the Services will be issued by the Contractor to the Client at the beginning of each month for payment for that same month in the first instance, and subsequently for the following month in advance, at the single occupancy rate set out in Appendix II. Extra person supplements (where rooms are occupied by more than one person) set out in Appendix II together with any other costs which have been agreed with the Client will be reconciled at each month end and charged in following month's invoice to the Client. At the end of the Term, the Contractor shall issue a final invoice to the Client for any supplements and any other agreed costs due in respect of the last month of the Term. All invoices must have a suitable breakdown of charges by rate(s), occupancy and number of nights.

D. Discharge of the Charges is subject to:

(i) The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time.

(ii) Invoices being submitted to the Client in the prescribed manner required by the Client.

(iii) All and any queries relating to any invoice and/or the services provided during any billing period (including whether or not services have been accepted, rejected, satisfactorily reperformed or otherwise) must be raised by the Client within 14 calendar days of delivery of the invoice. In circumstances where no queries are raised within the said 14-day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement.

(iv) The Charges are inclusive of VAT at the prevailing rate. Invoices should reflect the VAT inclusive and exclusive rate.

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(v) The Client being in possession of the Contractor's current Tax Clearance Certificate.

(vi) The Contractor shall comply with all applicable EU, international and domestic taxation law and requirements.

E. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments under this Agreement. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

F. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

G. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.

H. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

I. The Charges are fixed for the term of this Agreement.

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4. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in Appendix IV ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

5. REMEDIES OF THE MINISTER

5.1. Subject to the Client's rights under Clause 2D, if for any reason the Client is dissatisfied with the performance of the Contractor, including but without limitation to any of the following matters:

- Where the products or food provided do not meet the ethnic or dietary needs of Residents
- Where the accommodation units are not cleaned on a weekly basis.
- Where the Contractor fails to provide adequate heat in the accommodation units.
- Where the Contractor fails to supply adequate toiletries to the Residents.
- Where the Contractor fails to provide the appropriate staffing list.

a sum of up to 10% of the total daily costs under price per Resident per day ("the Retention Amount") may be withheld from any payment otherwise due to be paid to the Contractor. Payment of the Retention Amount will be made upon replacement and/or remedy of the issue(s) identified above identified by the Client. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause shall be without prejudice to and

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not be in substitution for any remedy of Client under this Agreement. For the avoidance of doubt, the maximum duration of any issue referred to under this clause 5.1 is two months. Any such failing shall be remedied to the satisfaction the Client within two months or the Agreement will be terminated in in the manner set out at clause 6 of this Agreement.

5.2. Subject to the Client's rights under Clause 2D, where the number of accommodation units available during a month period is less than the contracted amount), IPPS/IPAS shall deduct 20 % of monthly charges for such a service failing related to the reduction of accommodation units in any given month ("the Retention Amount") which Retention Amount shall not exceed an additional 25% of the monthly charges of subsequent month where the accommodation units remain unavailable for a second month. Payment of the Retention Amount will be made upon replacement and/or remedy of the said accommodation units unavailability identified by the Client. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause shall be without prejudice to and not be in substitution for any remedy of Client under this Agreement. For the avoidance of doubt, the maximum duration of any issue covered by this clause 5.2 is two months. Any such failing must be addressed within two months or the Agreement will be terminated in the manner set out at clause 6 of this Agreement.

5.3. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence. The terms of this clause 5.3 shall survive termination of this Agreement for any reason.

5.4. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of a breach by the Contractor of clause 21 (Data Protection and Security), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

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5.5. Save in respect of fraud, personal injury or death or in respect of a breach by the Contractor of clause 21 (Data Protection and Security) (for which no limit applies), the limit of the Contractor's aggregate liability to the Contracting Authority under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed the total Charges paid or projected to be paid (whichever is higher) under this Agreement, regardless of the number of claims.

5.6. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver the services at the Centre, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

5.7. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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6. TERMINATION

6.1. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving 12 weeks written notice to the Contractor.

6.2. If either Party is in material breach of this Agreement, the Party not in default may, by written notice to the Party in default, specify the breach complained of and specify a period of 30 days, or such longer period as may be necessary in the circumstances, in order to remedy such breach. If the breach is not remedied within such time, the Party not in default may terminate the Agreement by giving 7 days' notice in writing. Termination in accordance with this clause shall be without prejudice to any claim which either Party may have against the other with regard to any antecedent breach of this Agreement by either Party.

6.3. Either Party shall have the right (in addition to its rights under clause 6.1 and 6.2 and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

a. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;
b. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and
c. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.
d. in circumstances where a Court in Ireland declares this Agreement ineffective

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6.4. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:

(a) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor

(b) that the Contractor (or its subcontractor(s), if any) falls within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same)

6.5. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages where:

(a) there is a change to the planning status of the Accommodation which negatively impacts on the continued use of the Accommodation and/or the provision of the Services at the Accommodation, including but not limited to the cesser and/or disapplication of any exempted development status or exempted use status (within the meaning of the Planning and Development Regulations 2001(as amended)) or where otherwise exempted development or exempted use is not regarded as exempt in accordance with the provisions of the Planning and Development Act 2000 (as amended) or any regulations made there under.

(b) the relevant Local Planning Authority issues a warning letter, serves an enforcement notice and or institutes legal proceedings in relation to or affecting the Accommodation on or against the Contractor, and/or the owner of the Accommodation if different to the Contractor, or

(c) the relevant Local Fire Authority issues a warning letter, serves a fire safety notice and or institutes legal proceedings in relation to or affecting the Accommodation on or against the Contractor, and/or the owner of the Accommodation if different to the Contractor,

AND PROVIDED ALWAYS that in the case of a change to the planning status of the Accommodation or the issuing of a warning letter (under Clause 6.5(b) or 6.5(c)), the Client (acting reasonably) shall prior to exercising its rights under this Clause 6.5 have regard to and consider the circumstances of (a) the change in the planning status of the Accommodation, or (b) the circumstances and subject matter of the warning letter, together with such explanations and representations as the Contractor may make in relation thereto, and any undertaking(s) that the Contractor may provide.

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6.6. Termination under Clauses stated above shall not discharge either Party from liability for payment of any sums already due to date of termination or from the duty of confidentiality applicable under this Agreement.

6.7. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

6.8. Upon termination each party will immediately deliver up any property belonging to the other party which it has in law no contractual right to retain.

7. CONFIDENTIALITY

7.1. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:

i. its professional advisers subject to the provisions of this clause 7 or

ii. as may be required by law; or

iii. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or

iv. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

The obligations in this clause 7 will not apply to any Confidential Information:

i. in the receiving Party's possession (with full right to disclose) before receiving it from the other party; or
ii. which is or becomes public knowledge other than by breach of this clause;
iii. or is independently developed by the disclosing Party without access to or use of the Confidential Information; or

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iv. is lawfully received by the disclosing Party from a third party (with full right to disclose).

7.2. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly, the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

7.3. The Contractor acknowledges that under the Immigration Act 2004 and the International Protection Act 2015, the identity of those seeking international protection is required to be protected and the Contractor shall put in place measures that ensure such protection is maintained. No information likely to lead members of the public to identify a person as an applicant for international protection shall be made available without the consent of that person. In addition, all requests from media organisations in relation to those seeking international protection resident at the Centre shall be referred to the Client.

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1A. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Client accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

7.5. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to **Graham Carry** within the Contractor and to **the Head (Principal Officer) of International Protection Procurement Services unit** within the Client respectively.

If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

C. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

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D. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

E. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

F. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

9. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

i. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
ii. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
iii. comply with all reasonable directions of the Client.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records at all times to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising and provide such updates as the Client may require. The cost of inspection shall be borne by the Client.

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10. FORCEMAJEURE

10.1. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, outbreak of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or Public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business. For the avoidance of doubt, Covid-19 or any variants thereof are not considered a Force Majeure Event.

10.2. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any force majeure event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

(i) the nature of the force Majeure Event;
(ii) the anticipated delay in the performance of obligations; and
(iii) the action proposed to minimise the impact of the force majeure event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the affected party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

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10.3. If the Force Majeure Event continues for 30 calendar days either Party may terminate at 14 days' notice.

10.4. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

11. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause.

B. All notices shall be deemed to have been served as follows:
(i) if personally delivered, at the time of delivery;
(ii) if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities; and
(iii) if communicated by email, on the next calendar day following transmission.

12. ASSIGNMENT AND NOVATION

A. The Client may, at any time, and without requiring the prior consent of the Contractor, assign, novate or otherwise transfer the whole or any part of this Agreement to any government Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.

B. Subject to the Client's obligations at law, any sub-contract of the Contractor's rights or obligations under this Agreement ("the Assignment") requires the prior written consent of the Client. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the

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Contractor in relation to the status of the proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

14. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION.

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed in writing by facsimile, PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

15. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

16. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

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17. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services from a third party at any time during the currency of the Agreement.

18. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 18C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

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19. ACCESS TO PREMISES

The Contractor shall allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

20. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client. All requests from media organisations shall be referred to the Client.

21. DATA PROTECTION AND SECURITY

In this Agreement the following terms shall have the meanings respectively ascribed to them:

i. "Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent

ii. contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

iii. "Data Controller" has the meaning given under the Data Protection Laws;

iv. "Data Processor" has the meaning given under the Data Protection Laws;

v. "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the

vi. "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

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vii. "Data Subject" has the meaning given under the Data Protection Laws;

viii. "Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

ix. "Personal Data" has the meaning given under Data Protection Laws;

x. "Processing" has the meaning given under the Data Protection Laws;

21.1. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

21.2. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Data which is Personal Data. Appendix V sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

21.3. All the obligations on the Contractor in this clause relating to the processing of Personal Data shall apply to the processing of all Data. The provisions of this clause 21 shall survive termination and or expiry of this Agreement for any reason.

21.4. Without prejudice to the generality of the clause above, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement: -

A. process that Personal Data only on the written instructions of the Client;

B. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of

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implementing any measures (those measures may include, where appropriate, pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

C. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

D. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data

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G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the Services. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 21 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall: -

(1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;

(2) ensure that a back-up copy of any and all such Personal Data is made monthly and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and

(3) in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

The Client consents to the Contractor appointing the third party processors listed in Appendix V as third-party processors of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are no less onerous than to those set out in this clause 21 as between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 21.



Room No	Bed Type: Double, Single, Twin, Bunk	Occupancy Max	Current	Name	Nationality	Temporary Residence Certificate reference number	Mon	Tues	Wed	Thur	Fri	Sat	Sun

The Register should bee-mailed to IPAsRegistersinbox@equality.gov.ie

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APPENDIX I: Official Register
Centre: [Centre Name]
Contractor / Manager: **Contact Number:**
Capacity: [No.]
Week Ending: [DD/MM/YYYY]
(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS) Please mark as follows: P = Present X = Absent H = Bed held while in hospital etc.

Room No	Bed Type: Double, Single, Twin, Bunk	Occupancy Max	Current	Name	Nationality	Temporary Residence Certificate reference number	uoiv	sani	PSM	jnqj.	Md	les	un$

SEIRBHISI AN tSOLATHAIR COSAINT IDIRNAISIUNTA, BOSCA O. P. 11487, BAILE ATHA CLIATH 2
INTERNATIONAL PROTECTION PROCUREMENT SERVICES, PO. BOX 11487, DUBLIN 2
T +353 1 4183200
E: ipps@equality.gov.ie

An Roinn Leanai, Comhionannais,
Michumais, Lanphairtiochta agus Óige
Department of Children, Equality,
Disability, Integration and Youth

APPENDIX II: Payments

		Initial by Client	Initial by Contractor
Contractor	*Oscar Dawn Limited*	[redacted]	
Premises	***The Hazel Hotel, Skirteen, Monasterevin, Co.Kildare W34 YY51***		
Term	*24 months*		
Start Date	*1st July 2024*		
Finish Date	*30th June 2026*		
Capacity: Number of rooms	*35*		
Capacity: Maximum number of Residents	*118*		
Single Occupancy Rate per person per day (inclusive of VAT)	[redacted]		

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APPENDIX III: Points System

	Points per person/child	Aggregate Points per Family
First Adult in Family	[redacted]	
Second Adult in Family		
Third Adult in Family		
Fourth Adult in Family		
Fifth Adult in Family		
Children		
Single Adult Sharing		

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APPENDIX IV: Key Personnel

[redacted]

[redacted]

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APPENDIX V: Data Protection

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

1.1 Subject matter of processing

Subject matter of processing: all information, whether in oral, written or electronic form, created by or in any way originating with the Minister including but not limited to his employees, agents, independent contractors and or sub-contractors) and all information that is the output of any computer processing or other electronic manipulation of any information that was created by or in any way originating with the Minister provided under the Agreement, which is provided by a Resident to the Contractor or which is contained in any case management or data sharing system identified by the Minister for use by the Contractor and which relates to an identified or identifiable natural person availing of accommodation services.

1.2 Nature of processing : Collecting, recording, organising, structuring, sorting, storing, adapting, altering, retrieving, consulting, using, disclosing , disseminating, destructing, combining, saving, transferring, restricting and deleting data

1.3 Purpose of processing: to allow the Contractor to provide the services described in this Agreement;

1.4 Duration of the processing: for the duration of the Agreement

2. Types of personal data: Name, age, gender, country of origin, mobile numbers, email addresses, family size and/or medical information (which may be required to enable the Contractor to provide appropriate services to Residents such information would only be provided by the Resident to the Contractor

3. Categories of data subject: Residents at the Centre and/or Persons seeking International Protection Accommodation, Visitors at the Centre

3. Permitted Third Party Processors
None

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APPENDIX VI: Declaration as to Personal Circumstances of Contractor

NAME: Graham Carry (Oscar Dawn Limited)
ADDRESS: Unit 28
Sandyford Office Park
Blackthorn Avenue
Sandyford Business Park
Dublin 18
D18 PD89

I, Graham Carry, having been duly authorised by Oscar Dawn Limited sincerely declare that itself or any person who has is a member of the administrative, management or supervisory body of Oscar Dawn Limited or has powers of representation, decision or control in Oscar Dawn Limited:

(a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.

(b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or Oscar Dawn Limited.

(c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.

(d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

(e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

(f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

(g) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

(h) That the preparation of the Tender was carried out independently;

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(i) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(j) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
(k) Is not guilty of grave professional misconduct.

(l) Has not entered into agreements with other economic operators aimed at distorting competition.

(m) Is not aware of any conflict of interest due to its participation in the Competition;

(n) Has not had any prior involvement in the preparation of the Competition;

(o) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

(p) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

(q) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

(r) Does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

(s) Will not in the performance of the Contract use goods, if any, the origin of which goods are subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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(t) Has not in its Tender relied upon and will not in the performance of the Contract rely on the capacity of any subcontractor, supplier or other entity who comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the [redacted] Authority.

[redacted] ck capitals

Declared before me by [redacted] **who is personally known to me**

(pr who is identified to me by _____ **who Is porcomJJy know** [redacted]

[redacted] **this** 26 **day of** April **20** 24

(signed) Practising [c] **iirjtnr/<Timniininnfr for Oath:**

[redacted]

An Roinn Leanai, Comhionannais, Michumais, Lanphairtiochta agus Óige
Department of Children, Equality, Disability, Integration and Youth

Dated the 26 day of June 2024

Signed for and on behalf of the **MINISTER FOR Department of Children, Equality,Disability,Integration and Youth.**

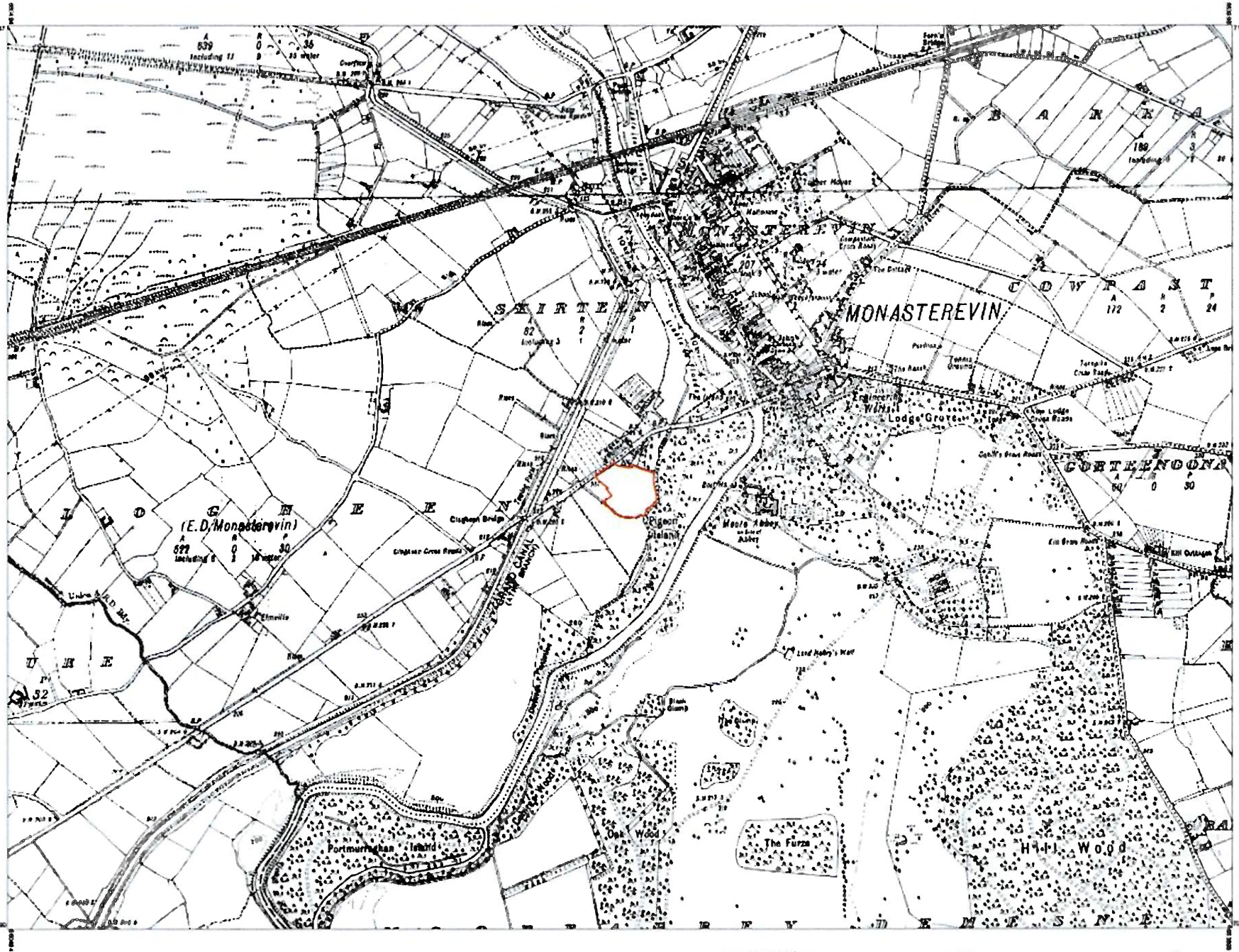
[redacted]

Signed for and on behalf of **the Contractor**

[redacted]



Site Location Map



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CENTRE COORDINATES:
ITM 662247,709689

PUBLISHED: 19/05/2026

ORDER NO.: 50536731_1

MAP SERIES:	MAP SHEETS:
6 Inch Raster	KE021
6 Inch Raster	KE026
6 Inch Raster	LS005
6 Inch Raster	LS009+009A
6 Inch Raster	OY034

COMPILED AND PUBLISHED BY:
Tailte Éireann,
Phoenix Park,
Dublin 8,
Ireland.
D08F6E4

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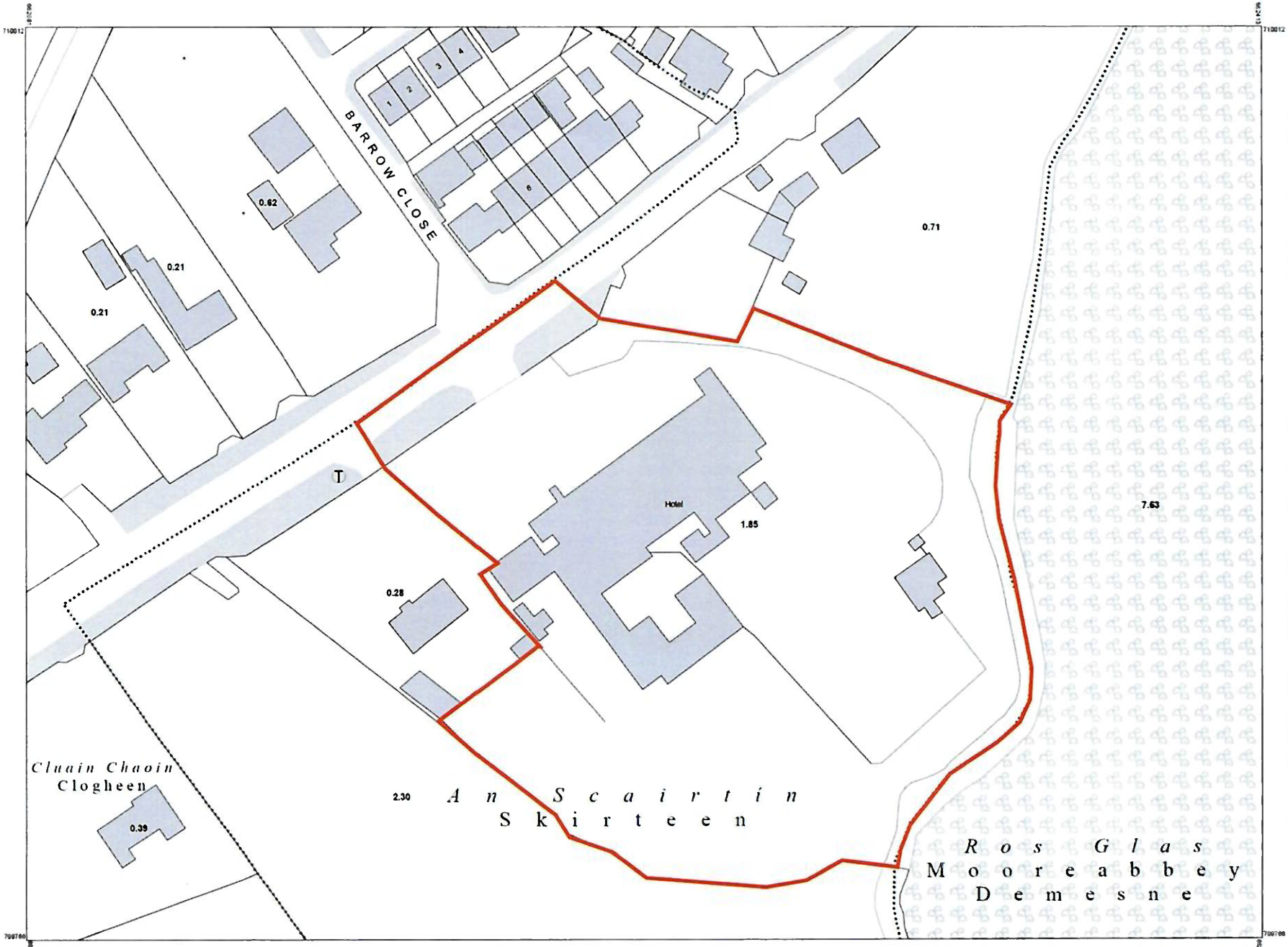
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LEGEND:
To view the legend visit www.tailte.ie and search for 'Large Scale Legend'

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Planning Pack Map



0 20 40 60 80 100 Metres

0 40 80 120 160 200 Feet

OUTPUT SCALE: 1:1,000

CAPTURE RESOLUTION:
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19/05/2026

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50536731_1

MAP SERIES:
1:1,000
1:2,500

MAP SHEETS:
3715-09
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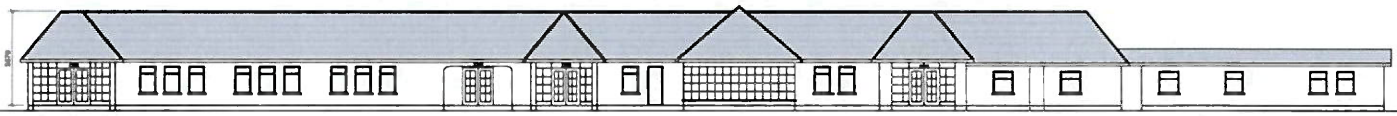
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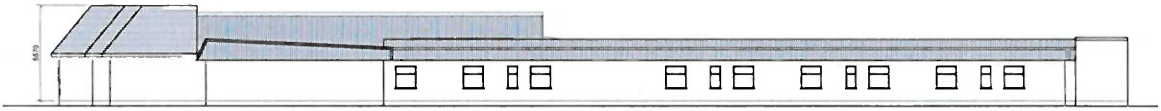
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Planning Department



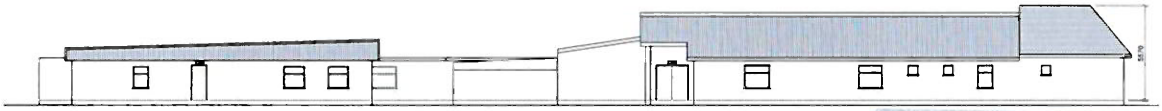
NORTH WEST ELEVATION
01 Scale 1 : 150



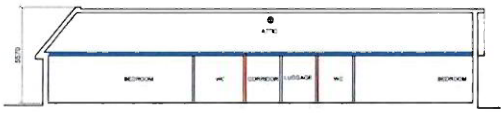
SOUTH EAST ELEVATION
02 Scale 1 : 150



SOUTH WEST ELEVATION
03 Scale 1 : 150

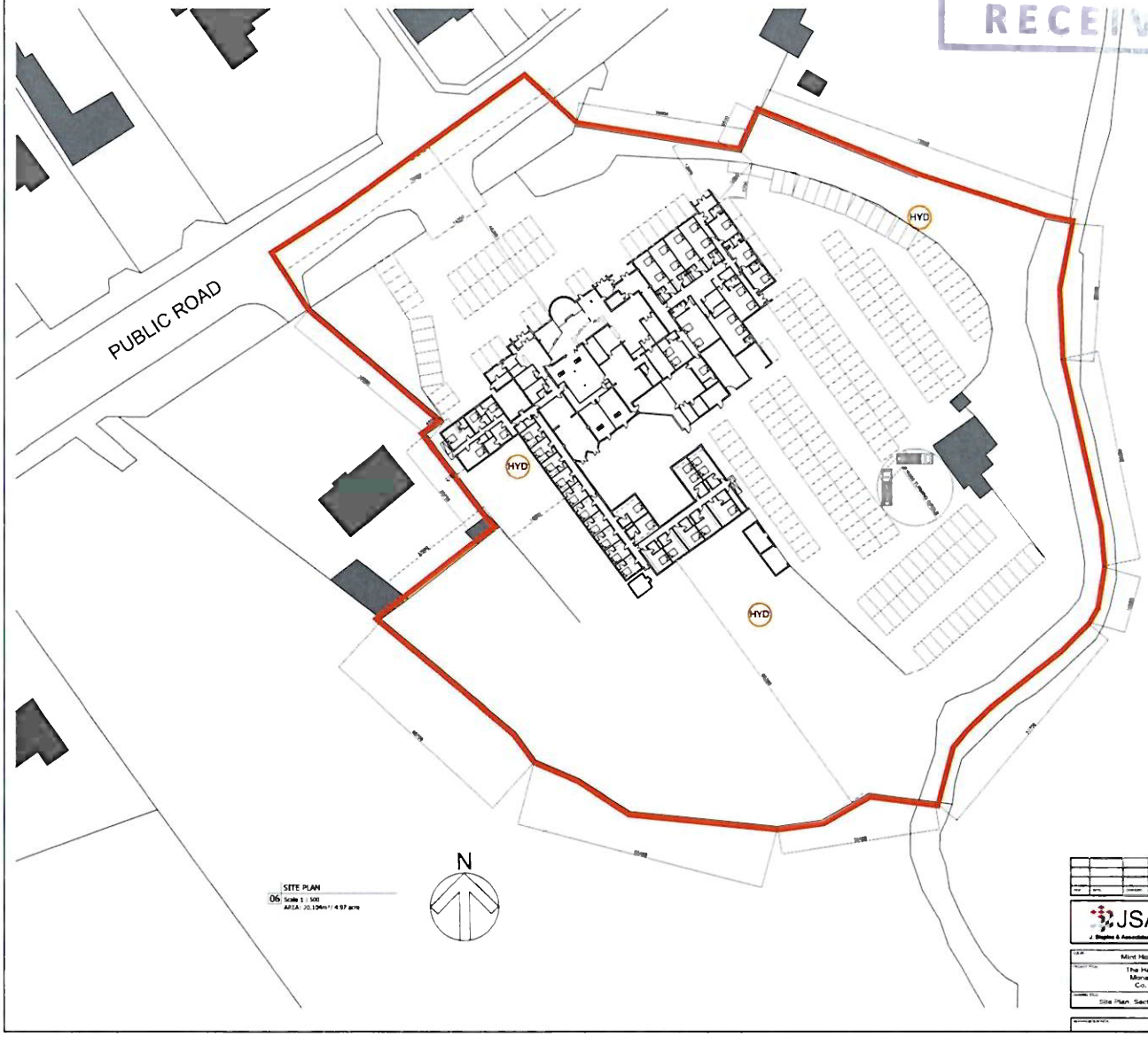


NORTH EAST ELEVATION
04 Scale 1 : 150



SECTION A-A
05 Scale 1 : 150

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SITE PLAN
06 Scale 1 : 500
AREA: 20,104m² / 4.97 acre

JSA
FIRE SAFETY ENGINEERING CONSULTANTS

Mint Horticons Ltd.
The Hazel Hotel,
Monasterevin,
Co. Kildare
Site Plan, Section & Elevations

61600
79400
COMPARTMENT 3
COMPARTMENT 2
COMPARTMENT 1
N
Kildare County Council
Planning Department
19 MAY 2026
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Bank of Ireland
BUSINESS ON LINE

Payment Details

Payment Reference No. [redacted]

Printed On
Tuesday, May 19, 2026
10:52:42 AM

Pay From >	CURRENT ACCOUNTS , DUN LAOGHAIRE CO. DUBLIN , [redacted]
Pay To >	KILDARE COUNTY COUNCIL , [redacted]
Payment Details >	€80.00 on 19/05/2026, SEPA Payment
Status >	Payment Processed

Kildare County Council
Planning Department
19 MAY 2026
RECEIVED

:OIHSR	BMC	80.00	BANK [redacted]	1	0	19/05/2026

9/05/2026 — BMC — + €80.00

Payee Name:	KILDARE COUNTY COUNCIL
Payee IBAN:	[redacted]
Originator Name:	BROCK MCCLURE PLANNING AND
Amount:	+ €80.00
Value Date:	19/05/2026
Payment Reference:	BMC
Originator Reference Party:	Not provided by sender
ID code or Originating reference party:	Not provided by sender
Originator ID:	Not provided by sender
Purposes of the Credit Transfer:	Not provided by sender
Payee Reference Party Name:	Not provided by sender
ID code of Payee Reference Party:	Not provided by sender
Remittance Information:	SECTION 5 APPLICATION FEE FOR OSCAR DAWN LTD.

Many Thanks