

Mr. Paul Kenny,  
Westbourne Holiday Hostels Ltd.,  
Kenny Group House,  
Park Avenue,  
South Douglas Road,  
Cork.

Subject to Contract  
Contract Denied

19 July, 2016

Dear Mr. Kenny,

I am directed by the Minister for Justice and Equality to refer to the contract (Memorandum of Agreement) entered into with you to provide full board accommodation for asylum seekers at Westbourne Holiday Hostel which is due to expire on 26<sup>th</sup> July 2016.

I wish to advise you that the Minister is prepared to offer you a new contract for the provision of full board accommodation and in this regard, I enclose a Memorandum of Agreement for your consideration. The Memorandum sets out the terms and conditions that will apply under the new contract and also details a comprehensive framework for the reception and care of asylum seekers. You are advised to carefully read this new Memorandum. *Please note the contract has been revised and there are additional clauses at 12.0 which introduces Mandatory Services and also at 13.0 dealing with Penalties.*

The new Memorandum of Agreement, which shall supercede and replace all previous Agreements between the Parties, is for a 52 week period from 27<sup>th</sup> July 2016 to 25<sup>th</sup> July 2017 with a payment of [REDACTED] (inclusive of VAT) every four weeks for an agreed capacity of 90 bedspaces. Nothing in this correspondence or the proposed new Memorandum of Agreement shall be taken to commit the Minister to offering any further contracts. If you are interested in this offer please sign **but do not date** the Memorandum of Agreement and return it to this office immediately. You should contact Ms Teresa Clarke at 01.418.3258 or Ms Marie Walker at 01.418.3241 to clarify any queries you may have in relation to the Memorandum of Agreement.

The Memorandum of Agreement will not be executed (i.e. countersigned) by the Reception and Integration Agency ("the Agency") on behalf of the Minister until such time as it is satisfied that matters required under the contract, including those relating to Tax Clearance, Staffing Arrangements, Insurance and Fire Certification are in order. The contract will not become effective until signed by both parties and exchanged.

Yours sincerely,



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Eugene Banks,  
Principal Officer,  
Reception and Integration Agency



Fw: New Signed Agreement 2016 Westbourne Hostel, Limerick  
Robert X. Donnelly to: Marie G. Walker

28/07/2016 12:12

Robert Donnelly  
Reception and Integration Agency

----- Forwarded by Robert X. Donnelly/JELR/JSECTOR on 28/07/2016 12:12 -----

From: Jim Murphy <Jim@kqp.ie>  
To: "RXDonnelly@justice.ie" <RXDonnelly@justice.ie>,  
Cc: Paul Kenny <Paul@kqp.ie>, Kevin Neiland <Kevin@kqp.ie>, Martin Jenkin <MJenkin@kqp.ie>  
Date: 25/07/2016 15:09  
Subject: New Signed Agreement 2016 Westbourne Hostel, Limerick

Robert,

Please find attached New MOA for Westbourne, Limerick.

One item highlighted from section 13 which is we do not clean the individual accommodation units. We do however provide cleaning supplies / equipment for the residents to clean themselves.

[REDACTED]

Kind regards,

Jim





DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

Mr. Paul Kenny,  
Westbourne Holiday Hostel Ltd.,  
Kenny Group House,  
Park Avenue,  
South Douglas Road,  
Cork

8<sup>th</sup> August, 2016

Re: Public Liability Insurance

Dear Mr. Kenny,

I refer to the contract entered into by you to provide full board accommodation at Westbourne Holiday Hostel for asylum seekers entering into the country. Under the terms of the contract you are obliged to have current public liability and all-risks insurance cover.

In this regard, I wish to point out that your current insurance cover is due to expire on 26<sup>th</sup> August 2016.

I would accordingly ask you, when renewing your insurance, to obtain from your insurers, and forward, written confirmation that:

1. The all-risks cover amounts to €6,500,000 for the centre in respect of each and every incident, unlimited in any one period of insurance; and
2. That they have been forwarded with a copy of the current Memorandum of Agreement for the centre for the provision of full board accommodation and ancillary services to asylum seekers.

Please also have your insurers advise the period of cover under the renewed policy.

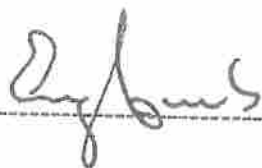
I should remind you that under the terms of the contract, payments are at all times conditional on the Proprietor being in possession of current public liability and all-risks insurance cover.

Yours sincerely

Natasha Lee  
Accommodation Procurement Unit

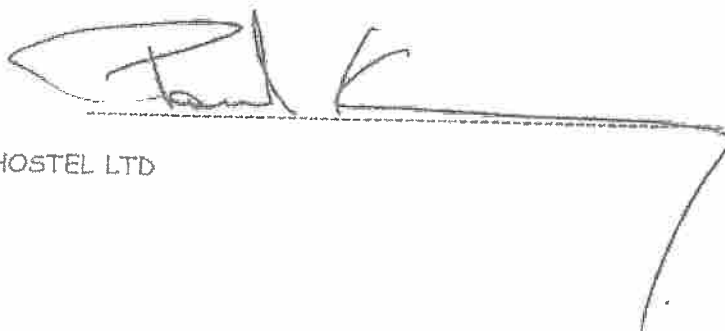
Dated the 11 day of August 2016

Signed for and on behalf  
of the MINISTER FOR JUSTICE  
& EQUALITY



A handwritten signature in black ink, appearing to read 'Dyball', written over a horizontal dashed line.

Signed for and on behalf  
of WESTBOURNE HOLIDAY HOSTEL LTD



A handwritten signature in black ink, appearing to read 'Paul K', written over a horizontal dashed line that extends to the right and then curves downwards.



A small, circular stamp or mark containing a handwritten signature or initials, located in the lower right quadrant of the page.

MEMORANDUM OF AGREEMENT

BETWEEN

THE MINISTER FOR JUSTICE AND EQUALITY

AND

WESTBOURNE HOLIDAY HOSTEL LTD

FOR

THE RECEPTION AND CARE OF ASYLUM SEEKERS  
AT

WESTBOURNE HOLIDAY HOSTEL, COURTBACK  
AVENUE, DOCK ROAD, LIMERICK.

FOR THE PERIOD  
FROM 27TH JULY 2016  
TO 25TH JULY 2017

## Memorandum of Agreement: Table of Contents

### Preamble / Citation

### Clauses:

1. Reception/Registration
2. Accommodation Centre House, Rules and Procedures
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7. Security and Supervision
8. Financial
9. Statutes and Regulations
10. Fire Certification
11. Public Liability
12. Mandatory Services
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14. Termination
15. Miscellaneous
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### Appendices:

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| I. Official Register and Forms       | (Clause 1.3)       |
| II. Furnishing of Accommodation Unit | (Clause 3.4)       |
| III. Menu List                       | (Clause 5.2)       |
| IV. Needs of Young Children          | (Clause 5.5)       |
| V. Payments                          | (Clauses 8.2, 8.4) |

### Signatures

MEMORANDUM OF AGREEMENT MADE THE 11 DAY OF August 2016  
BETWEEN WESTBOURNE HOLIDAY HOSTEL LTD (hereinafter called "the Contractor") OWNER  
OF THE PREMISES KNOWN AS WESTBOURNE HOLIDAY HOSTEL. (hereinafter called "the  
Centre") SITUATED AT COURTBAC AVENUE, DOCK ROAD, LIMERICK., of the one part and  
THE MINISTER FOR JUSTICE AND EQUALITY having his/her principal office in the State at  
St. Stephen's Green in the city of Dublin (hereinafter called "the Minister") of the other part.

Whereas:

1. The Contractor is the owner of the Centre situate at WESTBOURNE HOLIDAY HOSTEL,  
COURTBAC AVENUE, DOCK ROAD, LIMERICK..
2. The Minister has adopted a programme for the provision of accommodation to asylum seekers  
within the State and has allocated this task to the Reception and Integration Agency (hereinafter  
called "The Agency").

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

The Contractor hereby agrees to provide residential full board accommodation and other services  
hereinafter described which said accommodation and other services shall be to a standard which is  
reasonable having regard to the daily needs of Asylum Seekers.

The term of this Agreement, which shall supersede and replace any previous Agreements between the  
Parties, shall be 52 WEEKS and such term shall commence on 27TH JULY 2016 and shall finish on  
25TH JULY 2017. Nothing in this Agreement shall be taken to commit either party to any  
renewal of this Agreement.



## 1.0 RECEPTION

1.1 The Contractor shall accept, for the provision of full board accommodation and other services, any person whom the Agency refers to the Centre. Notification of any placement shall include details of previous Agency accommodation, if any.

1.2 It shall be the responsibility of the Contractor to endeavour to ensure maximisation of capacity in each accommodation unit at all times. This may require the transfer of residents to alternative bedrooms within the Centre.

1.3 The Contractor, shall to the best of his/her ability, record the name and Temporary Residence Certificate reference number of each resident in the official register of Asylum Seekers 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 Minister. In addition, the Contractor shall forward to the Agency by fax/e-mail, before 10.00 pm each Sunday a copy of the updated register, including arrivals, departures, vacancies and reconciliation sheets. This information must be presented in the agreed format, either (i) computer generated and e-mailed to [niaregisters@justice.ie](mailto:niaregisters@justice.ie) or (ii) typed and faxed to The Reception & Integration Agency at the fax number shown on the bottom of the form.

1.4.1 It shall be the responsibility of the Contractor to contact the relevant Community Welfare Officer (CWO) to enable the CWO to ensure that all new arrivals receive any statutory entitlements to which they are entitled.

1.4.2 Where a resident informs the Contractor that s/he is vacating the accommodation the contractor shall inform the relevant CWO and fax/e-mail details to the Agency.

1.4.3 The Contractor will be advised by the Agency of all current fax numbers and e-mail addresses for the purposes of this Clause.

## 2.0 ACCOMMODATION CENTRE HOUSE, RULES AND PROCEDURES

2.1 The Accommodation Centre House, Rules and Procedures are as set out in the Agency's booklet dated November 2009 (or any amended version thereof). The Contractor shall ensure that all staff are aware of the contents of this booklet and that a copy of the booklet is given to residents on arrival.



2.2 The Contractor will operate a strict code of practice for persons working in the Centre, as set out in the Agency's Code of Practice dated 29 SEPTEMBER 2005 (or any amended version thereof) and shall ensure that all persons working in the Centre are aware of this Code of Practice.

2.3 The Contractor will ensure that a child protection policy is in place, that all staff are aware of this policy and that it is adhered to.

### 3.0 ACCOMMODATION

3.1 The Contractor agrees that the Centre shall be reserved entirely for the reception and care of Asylum Seekers.

3.2 The Contractor will be responsible for carrying out checks on all accommodation units, on a weekly basis at least;

3.3 The Contractor may not assign or sub-contract any or all of his/her obligations under this Agreement to any other person or body without the prior written consent of the Minister.

3.4 The Contractor agrees that no other business will be transacted from the Centre except with the prior written consent of the Minister.

3.5 Each accommodation unit will be adequately furnished and in particular will contain, at a minimum, all the items set out in the inventory in Appendix II and the said items shall be suitable for their anticipated use. The Contractor shall be responsible for repairs and/or replacement of any items damaged or broken.

3.6 The Contractor will ensure that the accommodation is provided with adequate heating.

3.7 The Contractor shall be responsible for all internal and external maintenance and shall keep the Centre in good and tenable repair, order and condition and shall indemnify the Minister in relation to any claims which might arise from the Contractor's non-performance in this respect.

3.8 The Centre shall have, as a minimum, separate landline telephone and separate facsimile facilities available on site.

3.9 All entertainment/leisure facilities provided by the Contractor on site for use by residents shall be free of charge or be at a nominal charge as agreed in writing with the Minister.

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3.10 Where the Centre has a Licensed Premises on site, the Contractor must ensure that there is no direct access to the licensed premises from areas used by residents. The Contractor must ensure that no alcoholic beverages are for sale or stored at the Centre.

3.11 The Contractor shall make available at the Centre, if required, all requisite office and/or ancillary accommodation as agreed between the parties, for use by the Agency or other Statutory Agencies in connection with the provision of necessary services relating to the Centre for the reception and care of Asylum Seekers.

3.12 The Contractor will put in place a procedure to allow residents to receive visitors. Such visitors may be received in areas specified as suitable by the Contractor, subject to the Contractor's right to refuse admission in an individual case, daily at least between the hours of 10 a.m. and 10 p.m. Each visitor should be signed in by the resident being visited prior to gaining admission to the Centre. It shall be the responsibility of the Contractor to ensure that visitors vacate the Centre as required.

3.13 The Contractor agrees to provide a secure facility to all residents for the storage of valuables but provided that the Contractor shall not be responsible for insuring any of the residents belongings or valuables, and it is acknowledged that such belongings/valuables are held by the residents at the Centre at their own risk, and the Contractor shall be entitled to erect signs within the Centre specifying this.

3.14 The Contractor will ensure that the kitchen and dining areas are of sufficient size to cater for the number of residents at the Centre.

3.15 The Minister reserves the right of his/her nominated agents to inspect the centre at all times in order to ensure that all requisite standards are being met. The person carrying out the inspection shall identify himself/herself to the contractor/manager on duty on arrival.

3.16 The Contractor must put in place procedures for the distribution of post to residents.

#### 4.0 HOUSEKEEPING

4.1 Each resident shall be supplied with 2 towels on arrival, which will be replaced as required but at least on a weekly basis.

4.2 The Contractor will also ensure that a reasonably adequate supply of soap, shampoo, toothpaste and toilet paper is available in each room and that these are replenished as necessary.

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- 4.3 Bed linen shall be replaced as required. Notices of the availability of a laundry service shall be posted prominently within the Centre.
- 4.4 The Contractor shall provide, free of charge, a laundry service either at the Centre or elsewhere, for all residents at the Centre. This service shall be offered, at a minimum, on a weekly basis.
- 4.5 The Contractor will use all reasonable endeavours to ensure that an adequate supply of hot water is available where possible to all residents.
- 4.6 The Contractor shall ensure, insofar as is possible, that only staff, residents, visitors signed in by residents and the Minister's nominated agents are present at the Centre.
- 4.7 Each Centre shall have adequate and appropriate cleaning equipment including brushes, vacuum cleaners, cloths, etc., and an adequate supply of ironing boards and irons.
- 4.8 The contractor must ensure that the accommodation units are cleaned on a weekly basis;
- 4.9 The contractor must ensure that all accommodation units, including those which are vacant or held for emergency accommodation, are checked on a weekly basis, at a minimum. Such checks to include cleaning standards, heating system, smoke detectors and fire fighting equipment (where applicable), and note any maintenance issues requiring attention;
- 4.10 Where residents choose to clean their own accommodation they must be provided with a supply of cleaning materials. In such cases, the contractor is responsible for ensuring that the unit has been cleaned. Where cleaning standards are not maintained by the resident, the contractor has responsibility for cleaning the unit;
- 4.11 When a unit is vacated, it must be deep cleaned and painted, where required, by the contractor before being assigned to a new resident;
- 4.12 The contractor must ensure that all communal and administration areas within the centre- i.e. corridors, tea-rooms, showers and any other administrative or meeting area (including areas used by local V.E.C. support groups, pre-schools, offices and consultation areas for doctors,

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nurses, community welfare officers) and/or any other area deemed by the RIA as "administrative" or "communal"- are cleaned on a daily basis, at a minimum;

## 5.0 CATERING SERVICES

5.1 The Contractor shall provide full board accommodation to all persons resident at the Centre. It shall be the responsibility of the Contractor to prepare, cook and serve breakfast, lunch and dinner each day in a communal facility.

5.2 Full Board shall include breakfast, lunch and a 3 course dinner each day. A sample menu is attached at Appendix III. It shows the types and choice of food which may be offered and the Minister reserves the right to make reasonable alterations with regard to types and choice of food offered to Asylum Seekers.

5.3 The menus offered shall reflect

- (i) the reasonable needs of the different ethnic groups accommodated at the Centre, and
- (ii) the reasonable prescribed dietary needs of any person accommodated at the Centre.

5.4 An early breakfast & late evening meal must be provided (in addition to the normal meal service) during Ramadan if the hours of fasting fall outside normal meal times. Please note that the times and dates for Ramadan change on an annual basis, and some years there may be a significant time difference between start and end of normal meal service and the start and end of fasting;

5.5 The Contractor shall provide a 28 day menu cycle to the Agency when requested.

5.6 The Contractor must have reasonable regard to the dietary needs of young children and infants resident at the centre, e.g. the provision of formula and infant food and access to heated milk for children. The Contractor must ensure that all infant food conforms with the "Infant Feeding Guidelines;

5.7 The Contractor must request residents to sign a consent form for changing infant food formula. A copy of the signed consent forms must be maintained for inspection by the Agency.

5.8 Tea/coffee, milk, drinking water and light snacks shall be made available to residents outside of normal meal times.



5.9 Asylum Seekers shall be offered a meal and/or refreshments on arrival at the Centre. When travelling to Dublin, for interview by the Department of Justice and Equality in connection with their application for asylum, they should be provided with a packed lunch.

5.10 The Contractor shall ensure that adequate arrangements are in place for the provision of meals for residents who, in exceptional circumstances, are unable to be present at normal mealtimes.

5.11 If required, a packed lunch to include at least a sandwich, fruit and a beverage, shall be provided for each school going child.

5.12 It shall be the responsibility of the Contractor to ensure that a food safety management system incorporating the principles of Hazard Analysis and Critical Control Points (HACCP) is in place, in keeping with the European Community (Hygiene of Foodstuff) Regulations, 2000 (S.I. No. 165 of 2000).

## 6.0 STAFFING

6.1 The Contractor shall employ an appropriate number of staff, which must include a daily, seven days a week management presence on site between 8am and 8pm, to ensure the efficient and effective functioning of the Centre at all times.

6.2 The Contractor shall

(i) furnish details of staffing arrangements to the Agency prior to the commencement of this Agreement, and

(ii) furnish details to the Agency of any changes in staffing arrangements as they arise.

In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

6.3 The Contractor is obliged to ensure that relief staff are available at the appropriate level to cover holiday and sick leave.

6.4 The Contractor shall take all reasonable measures to ensure that all staff, employees or other Centre personnel are of good character and the Contractor and all such staff, employees or other Centre personnel shall be required to be Garda vetted.

6.5 The Contractor shall employ a chef possessing, at a minimum, the National Certificate in Professional Cookery (awarded by FETAC), or equivalent.

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6.6 The Contractor shall ensure that all staff employed in the Centre are lawfully entitled to work in, and be employed in, the Republic of Ireland.

#### 7.0 SECURITY AND SUPERVISION

7.1 The Contractor shall be responsible for the security and supervision of the Centre on a 24 hour basis. Such security and supervision shall include ensuring that the Centre's Rules and Procedures are adhered to and that any annoyance and nuisance to neighbours is kept to a minimum. The Minister does not warrant the behaviour of Asylum Seekers and cannot be held responsible for their behaviour in any circumstances. The Contractor shall take all reasonable security or other measures as may be necessary to ensure, insofar as is possible, that the residents comply by the house rules. In this regard the Minister shall provide the contractor with any relevant information which s/he is enabled to provide.

#### 8.0 FINANCIAL

8.1 The agreed capacity for this Centre is as specified in Appendix V. The Contractor shall ensure the availability of sufficient bedspaces to achieve this capacity at all times. Should the Contractor be in breach of this agreement so that the number of persons whom the Contractor here agrees shall be accommodated cannot be so accommodated in the Centre, then the Contractor shall pay to the Minister as liquidated damages the sum of €50.00 for each person less than the total number of persons agreed to be accommodated who cannot be so accommodated for each night that the breach continues. The sum of liquidated damages payable under this clause may be deducted by the Minister from the sum payable under clause 8.2. Liquidated damages shall be payable even where the Minister wishes to terminate the agreement, whether under Clause 12.1 or 12.2.

8.2 Payments under this Agreement, inclusive of VAT, will be made every four weeks as specified in Appendix V. This amount is an all-inclusive sum in respect of provision of accommodation and all other services outlined in this Agreement.

8.3 The sum agreed will be paid every four weeks in advance.

8.4 In the event that the Minister wishes to terminate this Agreement within the period of the Agreement where s/he deems it necessary to do so, (other than for the reasons specified in Clause 12.1 or 12.2), s/he may do so, without making a default payment, by giving 12 weeks written notice to the Contractor.

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8.5.1 This agreement is subject to review on the 10TH JANUARY 2017. At this review the Minister reserves the right to reduce the capacity for the remainder of the Contract. The Minister shall indicate to the Contractor no later than 4<sup>TH</sup> APRIL 2017 his intentions in relation to any possible renewal of the Agreement.

8.5.2 The Minister proposes to have quarterly Service Level Delivery meetings a year. The dates will be agreed by both parties.

8.6 The Minister shall indicate to the Contractor no later than the above review dates his intentions in relation to any possible renewal of the Agreement. Nothing in this Agreement shall be taken to commit either party to any such renewal.

8.7 The Contractor warrants that s/he has good title to the Centre (subject to any Mortgage, where applicable) and can provide the accommodation and other services contained in this Agreement. The Contractor shall produce evidence of his/her interest in the Centre if requested to do so by the Minister. In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

8.8 The Contractor must comply with all statutory charges and levies in relation to the Centre and must supply an original current valid Tax Clearance Certificate, within ten working days of being requested, before payment under the agreement is effected. In addition, payments under this agreement are at all times conditional on the Contractor being in possession of a current valid tax clearance certificate.

## 9.0 STATUTES AND REGULATIONS

9.1 It shall be the responsibility of the Contractor to ensure that the premises complies and operates in accordance with all relevant statutory requirements of Local Authorities and other Agencies in relation to planning, building bye-laws, bedroom capacity, food, food hygiene, water supply, sewage disposal, fire precautions, minimum pay, legally binding industrial or sectoral agreements and health and general safety, including:

- ▶ Building Control Acts 1990 and 2007;
- ▶ Building Regulations 1997 to 2009;
- ▶ Building Control Regulations 1997 to 2009;
- ▶ Employment Permit Acts, 2003 and 2006;
- ▶ European Communities (Drinking Water) Regulations 2000 to 2007;



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- ▶ European Communities (Hygiene of Foodstuffs) Regulations 2000 to 2009;
- ▶ European Communities (Official Control of Foodstuffs) Regulations 1998;
- ▶ Fire Services Acts, 1981 and 2003;
- ▶ Food Hygiene Regulations, 2000;
- ▶ Housing Acts, 1966 to 2004;
- ▶ Industrial Relations Acts 1946 to 2004;
- ▶ National Minimum Wage Act 2000;
- ▶ Planning and Development Acts 2000 to 2005;
- ▶ Private Security Services Act, 2004;
- ▶ Safety, Health & Welfare at Work Act, 2005;
- ▶ Tourist Traffic Acts, 1939 to 2003;
- ▶ Any statutory modification or re-enactment of same; and,
- ▶ Any other relevant Act or Regulations as may be notified by the Minister to the Contractor.

9.2 In the event of the Contractor failing to operate substantially in accordance with the statutory requirements as set out in Clause 9.1, the Minister reserves the right to terminate the Agreement in accordance with Clause 12.1.

9.3 At the request of the Agency, the Contractor shall be obliged to provide evidence of the appropriate planning permission and compliance with building and other relevant regulations for the centre.

9.4 Under the Immigration Act 2004 the identity of Asylum Seekers is required to be protected and the Contractor and his/her staff shall put in place measures that ensure such protection is maintained. Save in respect of bona-fide support groups, no information likely to lead members of the public to identify a person as an applicant shall be made available without the consent of that person. In addition, all requests from media organisations in relation to the Asylum Seekers resident at the Centre must be referred to the Agency.

9.5 All information relevant to the carrying out by the Contractor of his/her obligations under the Agreement shall be treated as proprietary and confidential to the party imparting same to the Contractor. All information covered by this clause must be protected at all times to ensure its confidentiality.

9.6 The Contractor and the Minister agree that the Contractor shall use the said information solely for the purposes of the Agreement and that s/he shall not at any time, during or after completion,

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expiry or termination of the Agreement, disclose same whether directly or indirectly to any third party, without the prior written consent of the Minister. In the context of the Data Protection Acts, 1988 and 2003 contractors will be data controllers within the meaning the acts where such data is held on computer and shall register as such with the Office of the Data Protection Commissioner.

9.7 The Contractor agrees that all databases created by him/her for the Minister shall be the joint property of the Minister and of the Contractor and that all copyright in the databases shall belong to the Minister and the Contractor jointly. The Contractor and the Minister undertake with each other to provide to each other full details of tables, fields and structures of databases along with any other information reasonably necessary to enable the Minister and the Contractor respectively to administer, utilise and amend, where necessary, the databases.

9.8 The duties of confidentiality referred to above shall not apply in respect of any information which:

- ▶ has become or becomes generally available to the public through no fault of the party receiving it;
- or
- ▶ was already known to the receiving party prior to entering into this Agreement and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-use towards the disclosing party; or
- ▶ is information which is disclosable under the Freedom of Information Acts, 1997 and 2003.

### 10.0 FIRE CERTIFICATION

10.1 The Contractor shall comply at all times with the provisions of the Fire Services Acts, 1981 and 2003 and, in this regard, with the requirements of the local authority Fire Officer. In the event of correspondence from the Fire Officer resulting in loss of capacity at, or temporary closure of, the Centre by the Fire Officer or the Agency, the financial terms specified in Clause 8.2 shall be adjusted to reflect such loss of capacity or temporary closure. In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

10.2 The Contractor shall be obliged to provide, annually, to the Agency written confirmation of the Office of Public Works [OPW] requirements regarding fire certification together with evidence of ongoing, independent, third party fire safety certification. In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

10.3 A Contractor who knowingly makes a false written confirmation to the OPW requirements regarding fire certification and/or knowingly furnishes a Certificate of Compliance from a competent person which is false shall have his/her Agreement terminated without liability therefore with

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immediate effect. Moreover, the matter will be considered by the Agency in the light of its criminal implications and may be referred to An Garda Síochána for further investigation.

11.0 PUBLIC LIABILITY

11.1 Prior to the commencement of this Agreement the Contractor shall extend his/her public liability and all risks cover insurance to the entire Centre and shall indemnify the Minister in relation to all claims arising from the operation of the Centre and the contractor shall have the interests of the Minister 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 Minister evidence that such cover has been procured. The minimum level of such insurance shall be €6,500,000 in respect of each and every incident, unlimited in any one period of insurance. In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.

11.2 The Minister accepts no liability whatsoever for any claims howsoever arising as a result of negligence on the part of the Contractor or his servants or agents.

12.0 Mandatory Services

12.1 The Service Provider must accommodate any person whom the RIA refers to the Centre; ✓

12.2 It is the responsibility of the Service Provider to endeavour to ensure maximisation of capacity at all times; ✓

12.3 The Service Provider is responsible for assigning suitable accommodation units to each resident or family of residents; ✓

12.4 From time to time the RIA may re-designate the profile of residents assigned to a particular Centre, for example from a family centre to a single male only centre. It is the responsibility of the Service Provider to co-operate fully with any such decisions;

12.5 The Service Provider must record the name and unique Department of Justice and Equality identification number of each resident in an Official Register of residents on his/her arrival and thereafter on a daily basis. The Service Provider must comply with any changes in the law or the Minister's requirements regarding registration of asylum seekers that may arise;

12.6 The Service Provider must forward to the RIA by fax or email, before 12.00 noon each Monday, a copy of the Official Register setting out the current occupancy/vacancy of the centre; ]

12.7 The Service Provider must furnish to the RIA all information regarding residents if and when required to do so;

12.8 Any complaints by an asylum seeker or incidents involving asylum seekers must be recorded by the Service Provider and dealt with in accordance with the procedures laid down in the House Rules and Procedures;

12.9 The Service Provider must furnish to the RIA 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;

12.10 In every incident where the An Garda Síochána are contacted/or called to the centre RIA should be informed as soon as possible and the provisions of 12.9 will apply.

12.11 The Service Provider must contact a designated Community Welfare Officer (CWO) to ensure that all new arrivals receive their statutory entitlements. Contact names will be provided by the RIA;

12.12 Where a resident informs the Service Provider that s/he is vacating the accommodation, the Service Provider must inform the RIA. If a resident has not used the accommodation for a period of 3 consecutive nights, the Service Provider must inform the RIA. The Service Provider may also be required to contact other parties (e.g., CWO, etc);

12.13 The Service Provider must display the RIA's House Rules and Code of Practice and all designated posters/other information prominently at the Centre. The Service Provider will provide a copy of the house rules to each resident on arrival as part of an information pack;

12.14 The RIA encourages the development of support groups to assist residents in establishing links with sport or community groups, etc. The Service Provider should promote participation in any entertainment / leisure facilities and provide rooms, where available, on site for use by residents, which must be free of charge;

12.15 At the request of the RIA the Service Provider will maintain all existing arrangements with outside agencies (e.g., NGOs, Health Boards, and educational or other support groups);

12.16 The Service Provider must put in place procedures to allow residents to receive visitors in the designated areas of the centre;

12.17 The Service Provider must put in place procedures for the distribution of post to residents;

12.18 The Service Provider must arrange regular and frequent meetings with residents to disseminate information and allow residents to raise any issues of concern. The Service Provider must maintain a record of all such meetings including any agreed outcome;

12.19 The Service Provider must co-operate with RIA, Department of Education and local schools to ensure all school age asylum seekers are placed in schools;

12.20 For Health and Safety reasons the Service Provider will be responsible for carrying out regular and frequent checks on all accommodation units, in order to ascertain any maintenance or safety issues that are required to be addressed. The Service Provider should at all times be mindful of the residents privacy.

12.21 The Service Provider will be required to provide the RIA with a detailed list of all staff employed at the Centre, to include their names, position and working hours. The Service Provider must inform the RIA of any staff changes during the course of the contract, ensuring that the RIA has an up-to-date list at all times. The RIA reserves the right to verify such information;

PK

12.22 The RIA recognises that the quality of the food provided to asylum seekers can be reflected in the contentment of the residents at our Centres. The RIA considers the provision of good, nutritious food to be of vital importance to the smooth operation of any Centre. The Service Provider will be obliged to consult with the residents at an ongoing basis regarding the menus;

12.23 The Service Provider must ensure that a food safety management system incorporating the principles of Hazard Analysis and Critical Control Points ("HACCP") or equivalent is in place in accordance with the European Community (Hygiene of Foodstuff) Regulations, 2000 (S.I. 165 of 2000);

12.24 The Service Provider will be expected to liaise closely with the RIA on an on-going basis, to discuss the implementation of the contract and the operation of the Centre(s);

12.25 The RIA reserves the right to alter the resident profile of a Centre(s) during the term of the contract without any penalty;

12.26 The Service Provider is expected to be flexible with regards to suppliers of goods and services for the operation of the accommodation Centre(s), ensuring value for money and quality of goods / services;

12.27 The Service Provider is required to ensure that any items provided to residents in the Centre on arrival are available for the next resident on their departure;

12.28 All management staff who provide the Services must have the ability to communicate fluently both verbally and in writing in the English language;

12.29 For operational and/or legislative reasons, further responsibilities may be added during the course of the contract, and will be deemed to be covered by the contract;

12.30 The Service Provider must produce within 4 weeks of the execution of the service contract a Safety Statement within the meaning of the Safety Health and Welfare Act 2005 for each Centre(s) and a detailed fire / emergency evacuation plan;

12.31 The Service Provider has an ongoing responsibility to bring fire safety prevention to the attention of residents.

12.32 The Service Provider will be responsible for the implementation of all fire safety procedures and for ensuring all Fire Registers are completed and are kept up-to-date;

12.33 The Service Provider must ensure that all residents who park their cars in the centre supply proof of ownership, insurance, motor tax and, if necessary, NCT certificate and are issued with a parking permit;

12.34 The Service Provider will be expected to fully implement any policies/guidelines required by the RIA, including Infant Feeding Guidelines, Child Protection Policy, House Rules and "Code of Conduct". Copies of these codes and guidelines are attached to this RFT;

12.35 The Service Provider will ensure that, any person or any organisation with a media request, is referred to the Department of Justice and Equality Press Office;

12.36 RIA staff and nominated third parties carry out inspections (formal, informal and adhoc) and bed audits at accommodation centres on a regular basis, to ensure that all requisite standards are

being met. The Service Provider must ensure that staff at the centre cooperate fully with any such inspections;

July

### 13.0 Penalties

13.1 The RIA reserves the right to reduce the amount paid to the service provider in the following cases:

- Where the ethnic or dietary needs of residents are not being adequately met, or where a supply of baby food is not available to residents during mealtimes.
- Where the accommodation units are not cleaned on a weekly basis.
- Where the Service Provider fails to provide adequate heat in the accommodation units.
- Where the Service provider fails to supply adequate toiletries to the residents.
- Where the Service provider fails to provide the appropriate staffing list.

The reduction maybe up to 10% of the total daily costs under price per person per day.

13.2 Penalties will only be imposed after prior consultation with the Service Provider and a reasonable period of time is given to make good and remedy deficiencies.

### 14.0 TERMINATION

14.1.1 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.

14.1.2 If the Contractor is in breach of either Clause 10.2 or Clause 11.1 of this Agreement, the Minister may, by written notice to the Contractor, specify the breach complained of and specify a period of 7 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 Minister may terminate the Agreement by giving 7 days notice in writing. Termination in accordance with this clause shall be

RF

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.

14.2 If the Contractor becomes bankrupt or goes or is put into liquidation (other than solely for solvent amalgamation or reconstruction) or if a Receiver is appointed over all or any part of his/her business or assets or an administration order is made in respect of him/her, the Minister may regard any such circumstances as grounds for immediately terminating the Agreement without liability therefor.

14.3 Termination under Clauses 14.1 and 14.2 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.

13.4 Upon termination or non-renewal of the agreement for whatever reason, each party will immediately deliver up any property belonging to the other party which it has in law no contractual right to retain.

#### 15.0 MISCELLANEOUS

15.1 This Agreement shall be governed by the laws of the Republic of Ireland as the same are applicable to agreements to be wholly performed in the Republic of Ireland and the parties hereto submit to the jurisdiction of the Courts of the Republic of Ireland.

#### 16.0 NOTICES

- 16.1(1) Any Notice required to be made, given to or served on the Minister under this agreement shall be duly and validly made, given or served if addressed to the Minister and delivered by hand or sent by pre-paid registered post to the Minister's principal office in this State; and
- (2) any Notice required to be made, given to or served on the Agency under this agreement shall be duly and validly made, given or served if addressed to the Agency and delivered by hand or sent by pre-paid registered post or recorded delivery mail or facsimile transmission to its last known address; and
- (3) any Notice required to be made, given to or served on the Contractor under this Agreement shall be duly and validly made, given or served if addressed to the Contractor (and if there shall be in any case more than one of them), then to any of them, and delivered by hand or sent by pre-paid registered post or recorded delivery mail to the last known address or to the address of the Centre.



16.2 Where a notice under this Agreement has been sent by post to the Minister, the Agency or the Contractor in accordance with clause 16.1, the notice shall be deemed to have been duly given to or served on the recipient on the third day after the day on which it was so sent.



**FORM 1 OF 5 FORMS: OFFICIAL REGISTER**

Accommodation Centre: WESTBOURNE HOLIDAY HOSTEL, COURTBACK AVENUE, DOCK ROAD, LIMERICK.

Contractor / Manager: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_\_ / \_\_\_\_\_ / 201\_\_\_\_\_

(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		Name	Nationality	Temporary Residence Certificate reference number	Mon	Tues	Wed	Thur	Fri	Sat	Sun
		Max	Current										

The Register should be faxed to 01-4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 2 OF 5 FORMS: VACANCIES

Accommodation Centre: WESTBOURNE HOLIDAY HOSTEL, COURTBAC AVENUE, DOCK ROAD, LIMERICK.

Contractor / Manager: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_\_ / 201\_\_\_\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

ROOM No	Bed Type	Free Spaces	Single / Family	If Single: Male / Female	If Sharing preferred Nationality	Comment

Notification of any new vacancies should be faxed to 01-4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 3 OF 5 FORMS: NEW ARRIVALS

Accommodation Centre: WESTBOURNE HOLIDAY HOSTEL, COURTBACK AVENUE, DOCK ROAD, LIMERICK.

Contractor / Manager: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_/\_\_\_\_/201\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

NAME	NATIONALITY	TRC Ref. No	DATE OF ARRIVAL

Notification of any new arrivals should be faxed to 01-4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 4 OF 5 FORMS: DEPARTURES

Accommodation Centre: WESTBOURNE HOLIDAY HOSTEL, COURTBACk AVENUE, DOCK ROAD, LIMERICK.

Contractor / Manager: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_/\_\_\_\_/201\_\_\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

NAME	NATIONALITY	TRC Ref. No	DATE OF LEAVING	COMMENT; NEW ADDRESS; REASON FOR LEAVING

Notification of any new departures should be faxed to 01 -4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 5 OF 5 FORMS: RECONCILIATION

Accommodation Centre: WESTBOURNE HOLIDAY HOSTEL, COURTBACK AVENUE, DOCK ROAD, LIMERICK.

Proprietor/Manager: \_\_\_\_\_

Week Ending Sunday \_\_\_\_\_ 201\_\_\_\_\_

(a.) Capacity (as per contract): 90 BED SPACES

(b.) Current Occupancy: \_\_\_\_\_

(c.) Current Useable Vacancies: \_\_\_\_\_

(d.) Unavailable: \_\_\_\_\_ e.g. room occupied by Family (i.e. unused beds in family room), maintenance etc.

Total (b + c + d): 90 BED SPACES

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 201\_\_\_\_\_

Reconciliation sheets should be kept separate from the main register and should be faxed to 01-4183223 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

APPENDIX II: Furnishing of Accommodation Unit (Clause 3.4)



Each accommodation unit or bedroom shall have:

- ▶ a television with the following channels as a minimum with a reasonable choice:-  
(e.g). RTE 1; Network 2; TV3; TG4; BBC 1; BBC 2; ITV and Channel 4;
- ▶ at least one electrical outlet suitable for the attachment of electrical equipment;
- ▶ an effective means of heating capable of maintaining, when required, a room temperature of 20° Celsius; and
- ▶ one or more fitted smoke alarms, and fire evacuation advice notice.

Each bedroom shall contain furniture, fittings and equipment of good quality condition, for sleeping and for storage, including hanging of clothing.

Each bathroom area, whether or not en-suite to a bedroom, shall contain a bath or shower of approved manufacture which shall be fixed complete with all plumbing for the continuous supply of hot and cold water and the disposal of waste. Bathrooms and toilets shall have an effective system of natural or artificial ventilation and shall be equipped with the usual accessories e.g. mirror, towel rail, clothes hooks, bath mat, seat and a clean and ample supply of toilet requisites e.g. soap, shampoo, toothpaste, toilet paper, etc.

APPENDIX III: Menu List (Clause 5.2)



BREAKFAST:

Must include: Eggs, and

- ▶ Minimum choice of 3 cereals, e.g. muesli, cornflakes, porridge, branflakes, crisped Rice, wheaten breakfast biscuits, and
- ▶ Choice of 2 Juices, e.g. orange, grapefruit, cranberry, apple, and
- ▶ Selection of Fruit
- ▶ Milk / Tea / Coffee / Toast / Brown and White Bread / Rolls / Selection of spreads / selection of jams and preserves.

LUNCH:

Must include:

- ▶ Starter- salad options / soup, and
- ▶ Choice of 2 light main courses, one hot and one cold option to vary daily,
- ▶ Vegetarian option,

DINNER:

Must include:

- ▶ Choice of 2 starters, (one hot and one cold), and
- ▶ Choice of 3 Main Courses (to vary daily) to include a meat dish, a fish dish and a vegetarian dish, and
- ▶ Dessert / yoghurt, and,
- ▶ Tea / coffee / milk / soft drink beverage / drinking water

NB

1. It is recommended that rice, as well as potatoes and chips, be served with all main dishes at lunch and dinner.
2. Where applicable, a selection of baby foods and yoghurts must be on display and available.

APPENDIX IV: Needs of Young Children (Clause 5.5)



The following items, at a minimum, should be made available in meeting the needs (including nutritional needs) of young babies and children resident at the Centre:

- 1.1 Facilities to encourage and promote breastfeeding including appropriate display of signage.
- 2.1 Infant Formula - an arrangement in line with the recommendations outlined in the Infant Feeding Guidelines should be put in place for the distribution of infant formula.
- 2.2 The Contractor must request residents to sign a consent form for changing infant formula.
- 2.3 Infant food - in line with the recommendations outlined in the Infant Feeding Guidelines.
- 2.4 Access to fresh water (for the preparation of infant formula)
- 2.5 Sterilizers (sufficient for the number of infant children)
- 2.6 Kettles (for boiling water)
- 2.7 Fridges
- 3.1 Facilitate special dietary needs of children and provide appropriate menus for children. Staff preparing food for children should be familiar with the Department of Health & Children guidelines for preschool services and primary schools. If necessary, staff should receive specific training and/or guidance from local health professionals.
- 4.1 Cots
- 4.2 An emergency supply of disposable nappies.



26



Insurance for Westbourne Holiday Hostel

David B. O'Neill to:

Cc: Natasha X. Lee, Marie G. Walker, Eugene T. Banks

Bcc: martin, Paul

01/09/2016 16:37

From: David B. O'Neill/JUSTICE

To:

Cc: Natasha X. Lee/JUSTICE@JUSTICE, Marie G. Walker/JUSTICE@JUSTICE, Eugene T. Banks/JELR/JSECTOR@JUSTICE

Bcc: martin@kennygroup.eu, Paul@kqp.ie

Dear Secretary  
Westbourne Holiday Hostel,

Re: Public Liability Insurance

Further to our correspondence of the 8th August notifying you that the insurance was due to expire on the 28th August 2016. You will be aware in the contract clause 11 you are required to provide evidence that such cover is in place.

You are required to provide the evidence that the cover is in place by return.

Regards

David



Westbourne Insurance Reminder.doc

Mr. Paul Kenny,  
Westbourne Holiday Hostel Ltd.,  
Kenny Group House,  
Park Avenue,  
South Douglas Road,  
Cork

8<sup>th</sup> August, 2016

**Re: Public Liability Insurance**

Dear Mr. Kenny,

I refer to the contract entered into by you to provide full board accommodation at **Westbourne Holiday Hostel** for asylum seekers entering into the country. Under the terms of the contract you are obliged to have current public liability and all-risks insurance cover.

In this regard, I wish to point out that your current insurance cover is due to expire on **26<sup>th</sup> August 2016**.

I would accordingly ask you, when renewing your insurance, to obtain from your insurers, and forward, written confirmation that:

1. The all-risks cover amounts to €6,500,000 for the centre in respect of each and every incident, unlimited in any one period of insurance; and
2. That they have been forwarded with a copy of the current Memorandum of Agreement for the centre for the provision of full board accommodation and ancillary services to asylum seekers.

Please also have your insurers advise the period of cover under the renewed policy.

I should remind you that under the terms of the contract, payments are at all times conditional on the Proprietor being in possession of current public liability and all-risks insurance cover.

Yours sincerely

-----  
Natasha Lee  
Accommodation Procurement Unit

26



Westbourne Holiday Hostel

Natasha X. Lee to: martin

12/09/20 16 10:39

Cc: David B. O'Neill, Marie G. Walker, Eugene T. Banks, Teresa A. Clarke

Bcc: Natasha X. Lee

---

Good Morning Mr. Kenny,

Please see attached letter issued by post today by Mr. Eugene Banks.

Kind Regards,

Natasha Lee  
Procurement Unit  
Reception and Integration Agency



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28(2)

DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

The Secretary  
Westbourne Holiday Hostel Ltd  
1 Mount Kennet Place,  
Henry Street,  
Limerick

### Notice of Breach of Contract

12 September 2016

Dear Secretary,

Further to our correspondence of the 8th August and 1<sup>st</sup> September in relation Public Liability Insurance Policy for the Westbourne Holiday Hostel.

I am to inform you that because of your failure to provide evidence that this insurance policy is now in place you are now deemed to be in breach of clause 11.1 of the contract between the Minister of Justice and Equality and Westbourne Holiday Hostel signed on the 11<sup>th</sup> August 2016.

If you fail to provide evidence that the Public Liability Insurance Policy is in place by close of business on the 19<sup>th</sup> September 2016 the Minister will terminate the contract.

Yours Sincerely

Eugene Banks  
Principal Officer.



29(2)

DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

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Yours Sincerely

Eugene Banks  
Principal Officer.

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

The Secretary,  
Westbourne Holiday Hostel Ltd.,  
1 Mount Kennet Place,  
Henry Street,  
Limerick

15 September, 2016

Dear Sirs,

I refer to my correspondence of 12th September 2016 (copy attached for reference).

We have still not received any reply from you in relation to this matter.

In the event that the evidence of insurance is not produced, then in the circumstances, the Minister will have no option but to remove the residents to alternative accommodation on Monday 19th September.

Furthermore no payments can or will be made under the Agreement until evidence of the insurance has been procured, as payments are conditional on the Contractor being in compliance with the provisions of Clause 11.1 of the contract.

I look forward to hearing from you.

Yours sincerely



Eugene Banks  
Principal Officer  
Reception and Integration Agency

c.c. Mr Paul Kenny  
Mr Martin Kenny

29



Westbourne Holiday Hostel

Natasha X. Lee to: Paul

12/09/2016 10:41

Cc: David B. O'Neill, Marie G. Walker, Eugene T. Banks, Teresa A. Clarke

Bcc: Natasha X. Lee

---

Good Morning Mr. Kenny,

Please see attached letter issued by post today by Mr. Eugene Banks.

Kind Regards,

Natasha Lee  
Procurement Unit  
Reception and Integration Agency



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LIABILITY COVER NOTE

As Insurance Advisors to Westbourne Holiday Hostel we set out hereunder details of cover for your records:

NAME: Westbourne Holiday Hostel
ADDRESS: Courtbrack Ave, Dock Road, Limerick
UNDERWRITER: Liberty Insurance
POLICY NO: GEI/COM/0094471
PERIOD OF COVER: 29th August 2016 to 28th August 2017

EMPLOYERS LIABILITY INDEMNITY LIMIT: €13,000,000 Any One Accident in respect of the Policyholder's legal liability for injury to an employee in the course of their duties

PUBLIC LIABILITY INDEMNITY LIMIT: €6,500,000 Any One Accident - unlimited any one period - in respect of the Policyholder's legal liability for injury to a member of the public (including residents) or damage to their property

POLICY EXCESS: Employers & Public Liability €10,000 each & every claim

INDEMNITY TO PRINCIPAL: Indemnity to Principal Clause applies including indemnity to The Minister for Justice, Equality & Defence in relation to all claims arising from the operation of the Centre

BUSINESS DESCRIPTION: Hostel - providing full board accommodation & ancillary services to asylum seekers

The above is a summary of the Insured's cover and is subject to the terms, conditions, exceptions and limitations contained in the Policy.

Signature of E. O'Malley
FOR O'MALLEY GRIFFIN

Bridge House,
4 Ln. Mallow Street,
Limerick

Telephone: 061 314025
Facsimile: 061 317236
Website: www.omalleygriffin.ie
Email: info@omalleygriffin.ie

Directors: E.O'Malley A.C.I.I.(Managing) S.O'Malley





Westbourne Holiday Hostel

Natasha X. Lee to:

15/09/2016 13:44

Cc: Eugene T. Banks, Teresa A. Clarke, David B. O'Neill, Marie G. Walker

Bcc: martin, Paul, nxlee

From: Natasha X. Lee/JUSTICE

To:

Cc: Eugene T. Banks/JELR/JSECTOR@JUSTICE, Teresa A. Clarke/JUSTICE@JUSTICE, David B. O'Neill/JUSTICE@JUSTICE, Marie G. Walker/JUSTICE@JUSTICE

Bcc: martin@kennygroup.eu, Paul@kqp.ie, nxlee@justice.ie

Dear Mr. Kenny,

Please see attached letter issued this evening by post by Mr Eugene Banks.

Kind Regards,

Natasha Lee  
Procurement Unit  
Reception and Integration Agency



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Public Liability Insurance and the Contract

Natasha X. Lee to:

27/09/2016 17:01

admin, ahyde, ahyde, atlanticramore, brian.byrne, jim,  
Bcc: cotter-pamela, hugh, jamie.carnegie, john, deirdregermaine, jp,  
maisonbuildersltd, michael, patrickmcgovern64, sean,

Dear Contractor,

Please find attached letter regarding public liability insurance and the contract. If you have any queries please do not hesitate to contact this office.

Kind Regards,  
Natasha

Natasha Lee | Reception & Integration Agency | Department of Justice and Equality  
PO Box 11487 Dublin 2 | +353-1-4183242 | nxlee@justice.ie



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DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

Dear Contractor,

27<sup>th</sup> September, 2016

Re: Contract and Public Liability Insurance

Under Clause 11.0 Public Liability the current contract states:

*"11.1 – Prior to the commencement of this Agreement the Contractor shall extend his/her public liability and all risks cover insurance to the entire Centre and shall indemnify the Minister in relation to all claims arising from the operation of the Centre and the contractor shall have the interests of the Minister 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 Minister evidence that such cover has been procured. The minimum level of such insurance shall be €6,500,000 in respect of each and every incident, unlimited in any one period of insurance. In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause."*

Recent legal advice received in this office indicates that RIA requires evidence of unbroken insurance cover, at all times. The absence of public liability insurance will require RIA not only to suspend payments under Clause 11 but will now also trigger an automatic and immediate termination of contract.

You are asked to note the content of this letter and to ensure that your public liability insurance is in place at all times. Future contracts issued from this office will reflect the contents of this letter. If you have any queries on this matter please do not hesitate to contact the office.

Yours sincerely,

Teresa Clarke  
Assistant Principal Officer  
Reception and Integration Agency

2016

# 16-1027- Westbourne Hostel, Limerick Compliance Report

Report outlining compliance with Part B of Building Regulations, Building Control Regulations (Fire Safety Certificates)

Ryan & Associates - Consulting Engineers  
Email: [info@ryanconsulting.ie](mailto:info@ryanconsulting.ie) Phone: 01-9015798  
2/22/2016

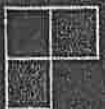


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## Introduction

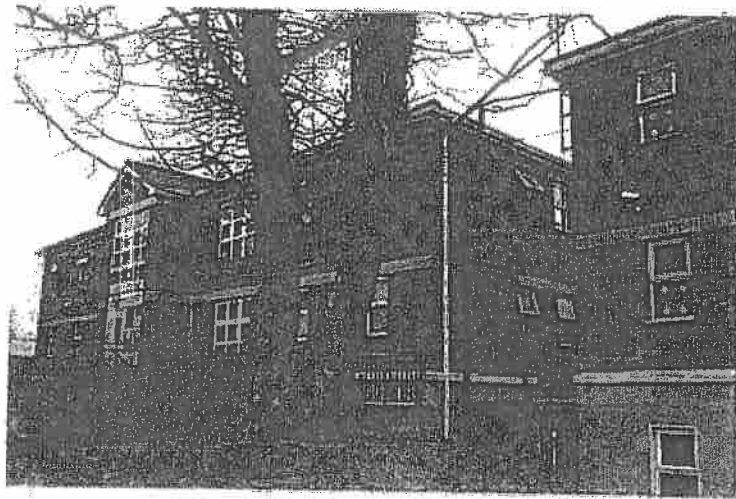
Ryan & Associates have been retained to undertake an inspection of Westbourne Hostel, Limerick to establish the following:

1. Compliance with Building Control Regulations (Fire Safety Certificates)
2. Compliance with Part B of the Building Regulations.

It should be noted that the inspection comprised a visual inspection only and did not involve any opening up works.

## Building description

The building comprises Blocks A, B and C all interlinked at lower ground floor level. The hostel is occupied by longterm occupants as opposed to temporary residents. The building is three storeys, blocks A and C comprise bedroom accommodation at lower ground, ground and first floor levels, block B comprises communal accommodation at lower ground and ground floor level with bedroom accommodation at first floor level.



**Fig 1 - Westbourne Hostel**

## Construction of building

The building is constructed from concrete construction comprising concrete floors, cavity block wall construction. The walls enclosing the stairway enclosures are constructed from blockwork construction. All soil and drainage pipes discharge directly to the open air. No mechanical extract ventilation has been provided in the bathrooms.

### Fire Safety Certificates and compliance with Building Control Regulations

Fire safety certificates pertaining to this unit were requested from Limerick County Council. The fire safety certificates granted in respect of this building is as follows:

1. FS 95/87 - Granted in September 1995 with no conditions.

**Description of works:** New hostel and student accommodation with common room, dining and reception, and care takers apartment.

Material alterations have been undertaken to the building resulting in non-compliance with the Granted fire safety certificate. The material alterations undertaken are as follows:

1. The layout of the kitchen dining area in Block B is not as per the granted fire safety certificate.
2. The use of the rooms at ground floor level in Block B is not as per the granted fire safety certificate i.e. caretaker apartment is no longer being used as an apartment, the luggage room is now an office.

The means of escape from this new use will need to be assessed and agreed with the fire department. The bedrooms have now become inner rooms in a hostel as opposed to a private residential dwelling.

3. A disabled toilet was provided in Block A at lower ground floor which is now being used as a store. This space was marked as a bedroom on the granted fire safety certificate.

#### Obligation to obtain a fire safety certificate.

In accordance with SI 496 and SI 351 a fire safety certificate application should be submitted for the following works:

- (b) works in connection with the material alteration of—
- (i) a day centre,
  - (ii) a building containing a flat,
  - (iii) a hotel, hostel or guest building, or
  - (iv) an institutional building, or
  - (v) a place of assembly, or
  - (vi) a shopping centre,

Material alterations have been undertaken and a Fire Safety Certificates should have been submitted to Limerick City Council for these works prior to commencement of works. An application should be submitted to Limerick City Council to approve the works.

Inspection undertaken by Limerick City Council.

Limerick city council inspected the premises on the 06/03/1996 and observed a number of deficiencies, which are outlined below. Limerick City Council wrote to Arkensaw properties Ltd on the 13/03/1996 to advise of findings of inspection. Arkensaw properties did not respond to the correspondence.

Schedule of requirements

1. Certification of compliance with the relevant standards in relation to:
  - a. Fire Doors
  - b. Detection and Alarm system
  - c. Emergency Lighting System.
  - d. Electrical Wiring
  - e. Furnishing and Drapery
  - f. Fire ExtinguishersShall be acquired and maintained by the developer for inspection by the Fire Authority.
2. A number of self - closing devices on the fire doors around the premises requires adjusting so that they will close properly.
3. Fire Safety Certificate (ref: FC 95/87) states on page 2 when considering the means of escape from the caretakers' flat through the tilt and turn windows that "The ground beneath each window is to be clear of ladder erection obstructions and is to be paved areas, providing enough space to pitch a ladder.
4. Fire Safety Certificate (ref: FC 95/87 states on page 3 that "all corridors and escape routes are min. 1200mm wide". This is not the case with the corridors of the upper floor of Block 2 (Reception Block) where the width measured on site was 1000mm. Fortunately this width of 1000mm proves adequate for the escape of the occupants of this floor, the Fire Authority now require an explanation as to why the fire safety certificate was not adhered to in this area.
5. Fire Safety Certificate (ref FC 95/87) States on page 3 and indicates on the drawings that the doors in the stairs enclosure of all three blocks at lower ground floor level, leading to the outside, are emergency exit doors. The following deficiencies with regard to these doors were noted;
  - a. All three doors were locked shut.
  - b. The doors from Blocks 1 and 3 had no emergency lighting or exit signs in the area indicating them as escape doors.
  - c. The exit door from Block 2 is required to be outward opening as shown on the fire safety certificate as the numbers in this area are greater than 50.
  - d. Steps are required, complying with Technical Guidance Document K to provide safe egress from the gravel path to the car park at all exits.

*It should be noted that the exits from the stairway enclosures are not required to be final exits. The removal of these exits as final exits should be regularized by way of an application and would be subject to agreement with the local authority, not providing these as exits may result in having to open the main entrance door from Block B in the direction of escape.*

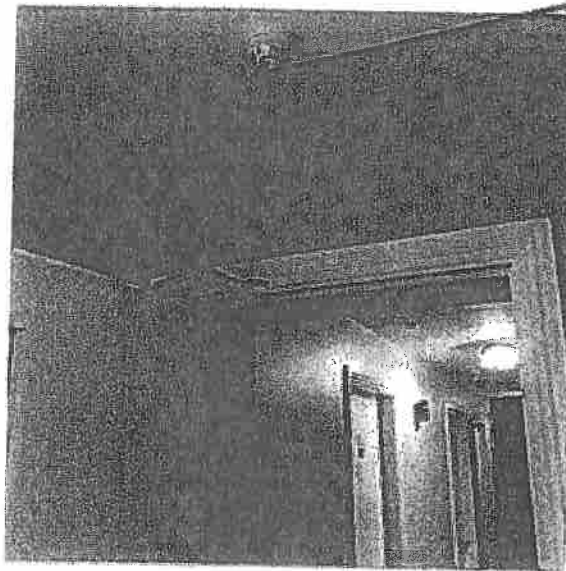


Deficiencies observed.

1. The building is provided with a fire detection and alarm system, however, it does not achieve a minimum of an L1 standard as required i.e. no detection in service duct in hall, or in ESB cupboard, bathroom accommodation. The annual certification indicates that the system is only certified to an L2 / L3 standard. The system should achieve an L1 standard. Any new works to the system should comply with IS 3218: 2013.

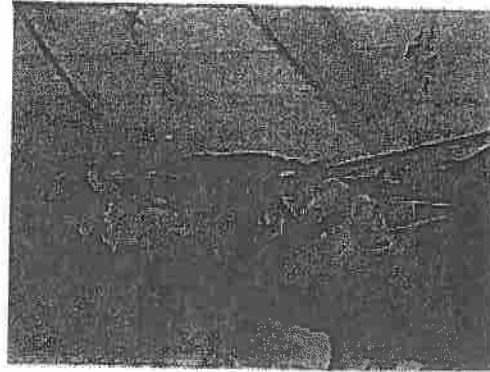
The existing system should be checked with respect to audibility at the bed head, current regulations require 75db at the bed head. There is no statutory requirement to upgrade to current regulations, however, the fire department may at any time require an upgrade under the fire services act of 1981 and 2003 and can enforce works by way of a fire safety notice.

Detectors should not be located within 500mm of a wall.

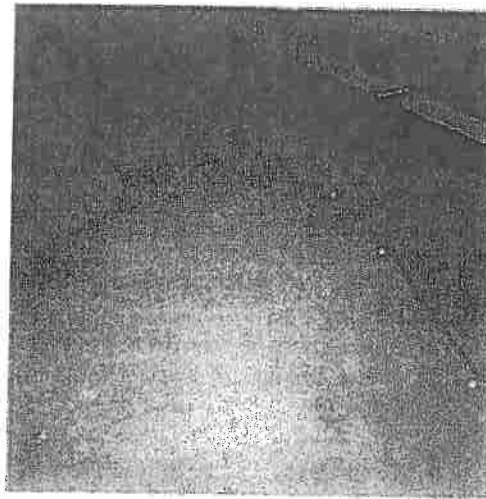


Within 500mm  
of wall.

2. The walls enclosing the protected stairway enclosures, although they are carried up to the underside of the roof there is no fire stopping. The walls are carried up to the underside of the felt and not the tile as required by Diagram 13(b) of Technical Guidance Document B.

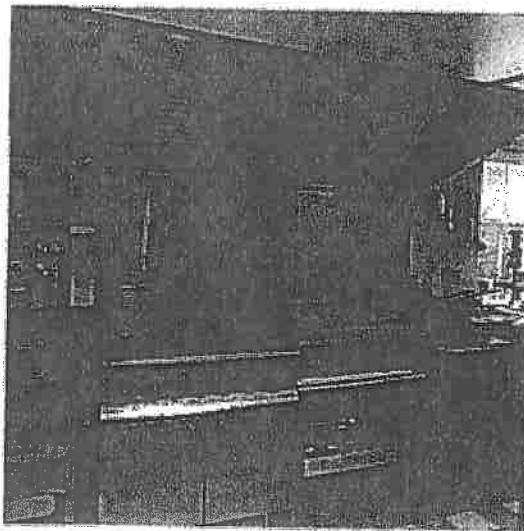


Fire Stopping to  
be undertaken



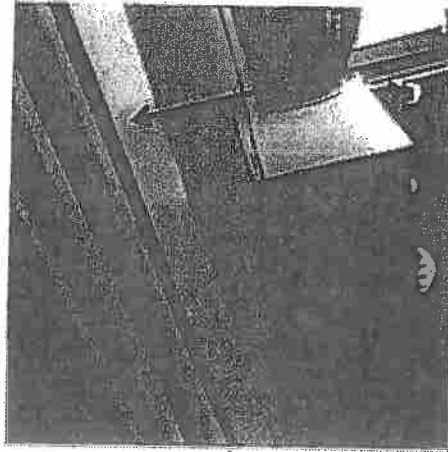
Compartment walls are not fully carried up to underside of roof, it should go to underside of tile / slate and not felt. Rigid firestopping should be

3. The kitchen was presented in the original application as a self catering kitchen with electric hobs only. The kitchen as constructed functions as a commercial kitchen which should be enclosed in 60 minutes fire resisting construction. The kitchen contains deep fat frying cooking equipment and is not provided with an ansul suppression and should be. Maintenance records of all extract ventilation from the kitchen canopy should comply with HVCA DW 171

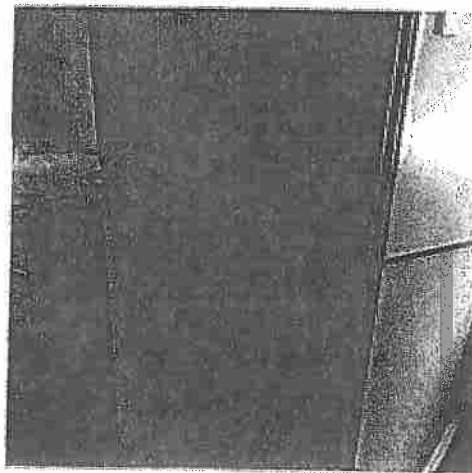


No ansul suppression system. Kitchen is open.

4. Doors to bedrooms are not fitted with cold smoke seals and they should be. There are no records / certification for fire doors in the fire safety register. The doors to the bedrooms should be certified to achieve 30 minutes fire resistance. The internal self closing chain was missing / broken on a number of doors on the day of inspection.



No cold smoke seal.



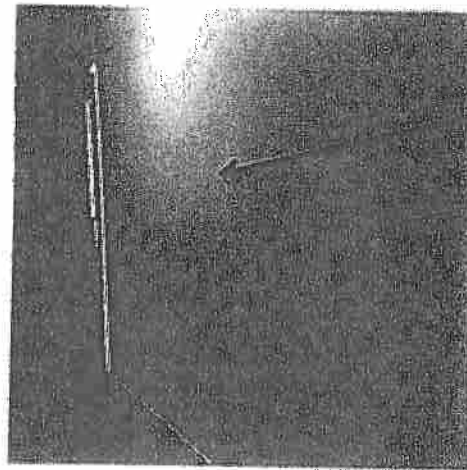
Self closing device broken

5. The doors affording access to escape stairs are not fitted with intumescent strips, cold smoke seals or fire door keep shut signs as required. Certification should be available for each fire door in the building.



No cold smoke seal, or intumescent strip, or fire door keep shut signs.

6. Exit signage in the building should be maintained throughout i.e. lit at all times and it's not lit on all escape routes.
7. The escape routes from the building need to be defined and regularized. Exit signage is missing from defined escape routes. As outlined in Limerick City Council's correspondence the exit at lower ground floor level was presented as part of the original application as an exit. It is not required to be an exit, however, it should be regularized alternatively, door fastenings should be revised to simple fastenings / panic bolts and exit signage and appropriate steps ascending to the car park should be provided.

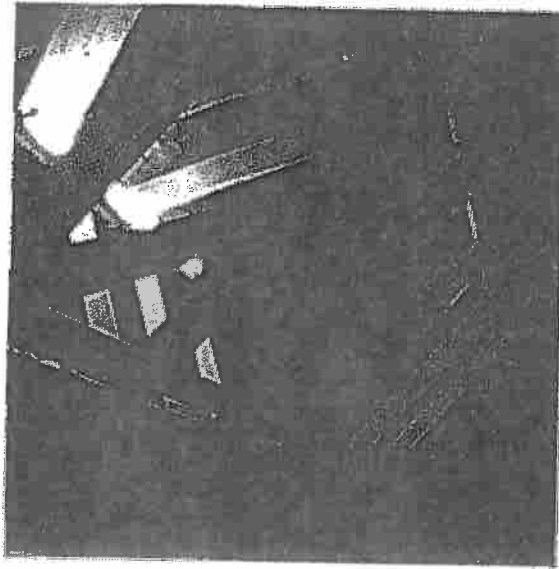


Exit signage not provided.

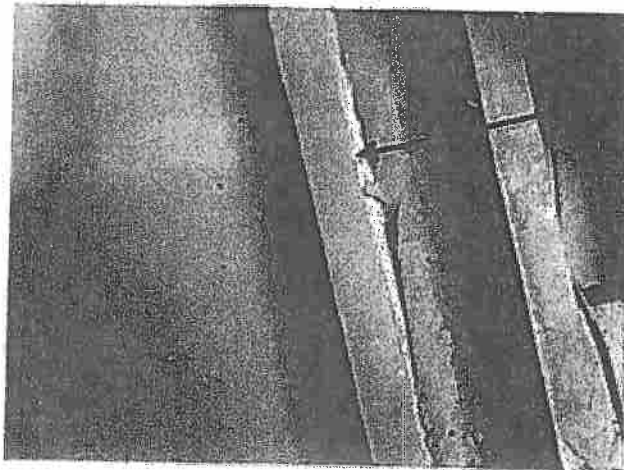
8. The granted fire safety certificate does not make reference to corridor partitions. Partitions to all bedrooms and corridors are required to be carried up to the underside of the roof / structural floor over or to a fire resisting ceiling. It has been established that the partitions at first floor level have not been carried up to the underside of the roof and no cavity barriers have been provided. It should be established with Gypsum industries if the existing fireline board is sufficient at first floor level to achieve 30 minutes fire resistance as a fire resisting ceiling. If so the access hatches should be replaced with access hatches achieving 30 minutes fire resistance. If the existing ceiling does not achieve 30 minutes fire resistance the following will be necessary:
  - Supply cavity barriers above corridor and bedroom partitions.
  - Replace existing ceiling with a 30 minute fire resisting ceiling.
  - Carry all walls to bedroom accommodation and protected corridor up to underside of the structural floor over.

A false ceiling is provided throughout the lower levels, the same provisions apply. Opening up works should be undertaken to establish:

- a) Are the walls to the corridors and bedrooms carried up to the underside of the structural floor over.
- b) Thickness of the existing plasterboard and consult with Gypsum Industries on its fire resistance in its current use i.e. ceiling.

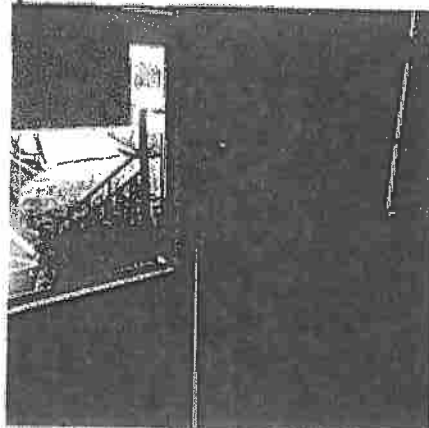


Walls to the corridors are not carried up to the underside of the roof.



Fire line board to ceiling at first floor level.

9. The simple fastening to the main entrance door in Block A is broken. The simple fastening should be replaced.



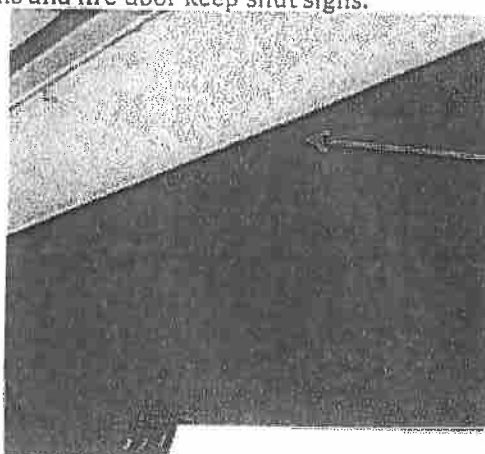
Simple fastening broken.

10. There is exit signage pointing into a store. This should be removed.



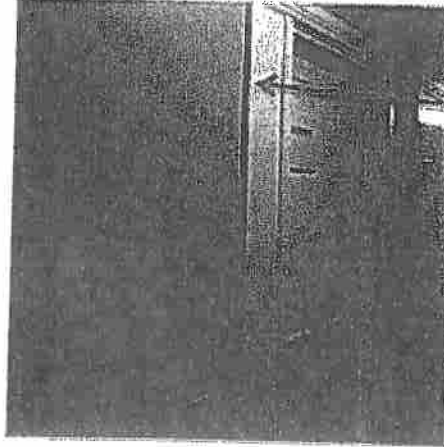
Exit signage pointing into the store.

11. Fire stopping should be undertaken to the ESB service riser. The doors should be fitted with cold smoke seals and fire door keep shut signs.



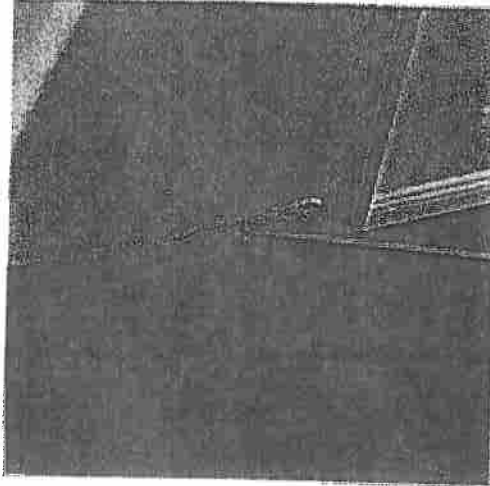
Fire stopping to be undertaken.

12. A section of the wall to the corridor to room A9 is not constructed from a material achieving 30 minutes fire resistance.



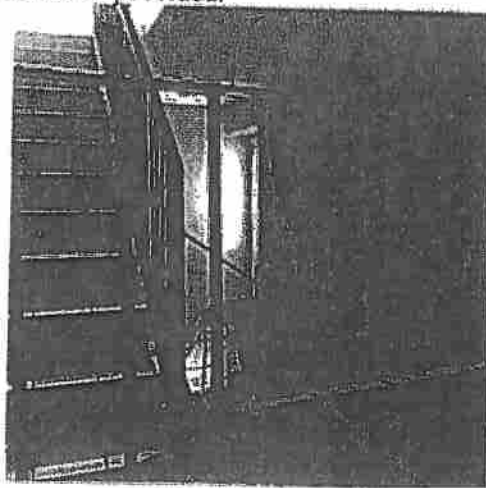
Section of wall constructed from timber

13. There is a significant gap underneath bedroom door B5. Gaps underneath fire doors should not exceed 5mm.



Large gap underneath door

14. The escape route from the exits from the link corridors is not acceptable. Adequate steps and guarding should be provided.



The rise of the three steps in the bottom flight in each stairs at each level does not comply with TGD K

### Fire Safety Register.

The following has been kept up to date and records kept in the fire safety register:

1. Fire detection and alarm system daily, weekly, quarterly, annually.
2. Fire Safety training for staff.
3. Fire extinguishers (annually)
4. Maintenance of escape routes.
5. Emergency lighting – annually only.

The inspection schedule should be as follows:

INSPECTION SCHEDULE						
	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUALLY	ANNUALLY
EMERGENCY LIGHTING		✓		✓		✓
FIRE ALARM	✓	✓		✓		✓
FIRE EXIT DOOR	✓	✓	✓	✓	✓	✓
FIRE RESISTING DOORS		✓	✓	✓	✓	✓
FURNITURE & FITTINGS, SEATING, UPHOLSTERY ETC.		✓	✓	✓	✓	✓
FIRE EXTINGUISHERS			✓			✓

#### Records required to indicate compliance of management with the fire services act of 1981 and 2003

The management of the facility are required to comply with Section 18(2) of the Fire Services Act of 1981 and 2003.

*"(2) It shall be the duty of every person having control over premises to which this section applies to take all reasonable measures to guard against the outbreak of fire on such premises, and to ensure as far as is reasonably practicable the safety of persons on the premises in the event of an outbreak of fire."*

Failure to comply with the fire services act can result in imprisonment or a fine.

The code of practise for fire safety in existing hostels outlines the managements duties to comply with Section 18(2) of the Fire Services Act.

In order to comply with the fire services act of 1981 and 2003 the following should be adequately implemented.

1. Operate a fire safety programme in the building including detailed documentation and records on the following;
  - a) Prevention of outbreaks of fire, through the establishment of day-to-day fire prevention practices;
  - b) Instruction and training of staff on all matters relating to fire safety; emergency fire procedures and evacuation drills;
  - c) Provision of fire safety instructions to the guests; inspection and maintenance of fire protection equipment;



- d) Maintenance of the building and its fittings and services;
  - e) Maintenance of escape routes;
  - f) Liaison with the fire authority and assisting the fire brigade; and
  - g) Keeping of fire safety records.
2. Maintain compliance with the code of practise including the following:
- a) Waste and disposal. regime- storage, location, details of your instructions to staff and guests.
  - b) Kitchen and cooking – can you forward records of the following:
    - Cleaning all appliances.
    - Servicing all appliances.
    - Can you furnish details of all instructions to guests and locations of extinguishing agents.
  - c) Confirmation of laundry procedures to prevent spontaneous combustion and locations of all solvents.
  - d) Health and safety statement including contractors with hot work stations.
  - e) Certification of staff training.
  - f) Records of maintenance of all fire doors including wedging open.
  - g) Details of evacuation drills and maintenance
  - h) A copy of your fire safety instructions for guests.
  - i) Details of your records of maintenance of all fire protection equipment.
  - j) Maintenance of the Building, Fittings and service

3. Test certificates are required for each of the following indicating compliance:

Furniture and fitting.

Seating

- Foam filling materials used in seating and cushions comply with *I.S. 419 : 1988 : Fire Safety Requirements for Components of Furniture - Clause 2. Non-foam and Composite filling materials comply with Clause 3.1 of the same standard.*
- Upholstery in seating when tested in accordance with *I.S. 254 : 1983 : Flame Resistance Requirements for Upholstery*, pass the smouldering cigarette test and ignition source number 5 test.
- Rigid plastic seating, when tested in accordance with *I.S. 254*, modified as in Appendix A of the Code of Practice for Fire Safety of Furnishings and Fittings in Places of Assembly, pass the smouldering cigarette test and ignition source number 5 test. If upholstered, the seating also complies with the standards indicated above for upholstered seating.
- Permanent covers which form part of the upholstery of an item of seating should comply with Clause 4 of *I.S. 419*.

Vertical hangings (curtains and blinds)

- Curtains and lining fabrics used should comply with the requirements for Type B of *BS 5867 : Part 2 : 1980 :*
- *Flammability requirements* when subjected prior to the test to the appropriate washing procedure specified in *BS 5651 : 1978 : Cleansing and wetting procedures for use in the assessment of the effect of cleansing and wetting on the flammability of textile fabrics and fabric assemblies.*
- Materials used in the production of blinds should comply with the designation of "flameproof" in *BS 3120 :1959 :Specification for performance requirements of flameproof materials for clothing and other purposes*, when subjected prior to the test to the appropriate washing procedure in accordance with *BS 5651*

#### Flooring

- All textile floor coverings e.g. carpets should be tested according to the method specified in *BS 4790 : 1987*;
- *Method for determination of the effects of a small source of ignition on textile floor coverings (hot metal nut method)*, and assessed according to *BS 5287 : 1988 : Specification for assessment and labelling of textile floor coverings to BS 4790*.
- The use of textile floor covering with a 'low radius of effects of ignition' is recommended. Carpets are not recommended for use in a vertical plane to a height exceeding 100 mm from the floor, and should not be used as wall linings.

#### Mattresses

All mattresses provided should resist ignition sources 0, 1 and 5 when tested to Section 2 of *BS 6807 : 1996 : Assessment of the ignitability of mattresses, upholstered divans and upholstered bed bases with flaming types of primary and secondary sources of ignition*.

4. **Your fire safety register should include the following:**
  - a. Certification for emergency lighting including its routine testing (annual and every quarter), along with records of weekly checks.
  - b. Certification for fire detection and alarm system including its routine testing (annual and every quarter) including daily checks.
  - c. Electrical installations and compliance with ET 101.
  - d. Servicing records of heat producing appliances
  - e. Compliance with IS 290 for fire extinguishers and servicing.
  - f. Staff training as above
  - g. Maintenance of escape routes and doors.
  - h. Records of all faults
  - i. Records of maintenance of furniture and fittings.

APPENDIX A



FW: Certificate and Opinion of Compliance with Fire Services Act  
Martin Kenny to: 'Teresa A. Clarke'

04/10/2016 09:08

Many thanks for your clarification Ms Clarke and your email of yesterday's date re transfer of funds

I will review the issues of raised in the report with Mr McMahon and we will revert with the confirmation you require

Kind regards

Martin

From: Teresa A. Clarke [mailto:TAClarke@justice.ie]  
Sent: 03 October 2016 19:17  
To: Martin Kenny  
Cc: David B. O'Neill; Natasha X. Lee; Marie G. Walker  
Subject: Re: FW: Certificate and Opinion of Compliance with Fire Services Act

Dear Mr Kenny

I think you may have misunderstood what this office requires in relation to the safety report of February 2016.

RIA would be seeking confirmation that any issues of concern outlined in the February 2016 report have been remedied.

As I indicated in my last email, Mr David O Neill will be in touch with you on this issue - I believe that he may already have made an initial contact with you.

Yours sincerely

Teresa Clarke

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "'Teresa A. Clarke'" <TAClarke@justice.ie>,  
Cc: <martin@kennygroup.eu>  
Date: 03/10/2016 09:48  
Subject: FW: Certificate and Opinion of Compliance with Fire Services Act

Many thanks for the attached Ms Clarke

I have reviewed same and the copy of the professional indemnity insurance provided. I confirm in my opinion as required that based on the documents provided that John McMahon Architects are reliable and qualified firm of



FW: WESTBOURNE HOLIDAY HOSTEL INSPECTION  
Martin Kenny to: 'David B. O'Neill'  
Cc: martin

05/10/2016 18:04

History: This message has been forwarded.

Dear Martin,

I confirm that I carried out a Preliminary inspection at Westbourne Holiday Hostel on 5th October 2016. The purpose of this inspection was to take a look at the buildings with regard to compliance with Fire Regulations. The inspection was also to specifically refer to Compliance Report carried out by Ryan and Associates Consulting Engineers on 22 February 2016

Having inspected the buildings Blocks A,B and C and studied Messrs Ryans report I have made the following Preliminary observations.

- 1 The building was constructed circa 1996 and a Fire Safety Certificate granted in 1995 Ref FS 95/07, with no conditions.
2. It is my opinion that generally the Fire Cert has been complied with save for some minor items referred to hereunder which will be addressed by Management company shortly.
- 3 It should be noted that the Fire Detection system was installed in 1995 according to specifications as set out in Fire Cert FS 95/07 and it is my considered opinion that this system remains suitable for purpose and there is NO requirement to comply with IS 3218:2013.
- 4 It was noted that many of the items referred to in report of February 2016 have since been attended to namely Fire suppression system has been installed in main kitchen.
- 5 It was noted that Fire Alarm system has been regularly checked and serviced by Firecheck Ltd and all Emergency Lights, Fire Extinguishers have regularly checked and certified. Fire Drills have been carried out and Fire Register kept up to date.

#### WORKS TO BE DONE.

It was agreed that following works would be carried out immediately

1. Caretakers Flat to be reinstated.
- 2 Disabled Toilet, currently used as store to be reinstated
- 3 Fire exit sign and escape lock to be fixed to escape door in basement of Block C.

#### CONCLUSION.

Following Preliminary Inspection I found the buildings to generally in compliance with Fire Regulations. However I must point out that I will need to carry out a more in depth inspection particularly of Roof space in coming week to determine if Fire Stopping to Roof space is compliant.

On receipt of Planning and Fire Safety drawings I will carry out a further inspection and hope to have this prepared within 2 weeks.  
Yours sincerely

John Mc Mahon Dip Arch.B.Arch Sc.MRIAI

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John G McMahon Architects,  
35 Bloomfield, Annacotty  
Limerick.  
Mobile: 085-736 3348

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John G McMahon Architects,  
35 Bloomfield, Annacotty  
Limerick.  
Mobile: 085-736 3348

WESTBOURNE HOSTEL  
COURTBRAK AVE. SOUTH CIRCULAR ROAD  
LIMERICK

FIRE SAFETY INSPECTION REPORT

I confirm that I carried out an inspection at Westbourne Hostel on 5<sup>th</sup> October 2016. The purpose of this inspection was to look at the 3 Blocks with regard to compliance with Fire Safety Regulations. The inspection was also to specifically refer to Compliance Report carried out by Ryan and Associates, Consulting Engineers on 22<sup>nd</sup> February 2016 for comparative purpose. The report carried out by Ryan and Associates highlighted many serious issues regarding non compliance with Fire regulations. However I would point out that this report though carried out in February 2016 was not made available to my clients until early October 2016.

In this report I will make specific reference to issues raised in Messrs Ryans report on a point by point basis. It should also be noted that this report is prepared with specific reference to Fire Safety Certificate FS 95/87. Granted on 29<sup>th</sup> September 1995 without conditions. ( copy enclosed )

In Point 1 of Messrs Ryans report they point out that the layout of Kitchen in Block B is not as per Fire safety certificate. Following my inspection and review of documents and drawings lodged with Fire Cert the kitchen area is in fact laid out in a more appropriate and better manner in that the cooking area is now along rear external wall and has a ventilation hood and Fire Suppression system installed.

In Point 2 of Messrs Ryans report it states use of rooms at Ground floor level Block B is no longer being used as a Caretakers apartment. Since their report was carried out my clients have reverted use to an apartment.

In point 3 Messrs Ryan make reference to disabled toilet in Block A being used as a store. My clients are in process of now restoring use to disabled toilet.

It is my opinion that once these changes and revisions have been completed there is NO necessity for my client to make application for Material Alterations.

In Messrs Ryans report they point out that following inspection of premises by Limerick City Council fire department on 06/03/1996 a number of deficiencies were pointed out to Arkenstone Ltd regarding Fire Doors, Detection and Alarm system, Emergency Lighting, Electrical Wiring Furnishings and Fire extinguishers. Since this time most of items referred to have been carried out and items that need to be rectified will be done so within 2 weeks from issue of this report

It should be noted that since 1996 the Fire department and more notably the reception and Registration agency have inspected the building on an annual basis and found no significant problems. I would also point out that full records have been kept by Hostel Manager regarding certification of alarms, emergency lighting, fire extinguishers etc. The Fire detection system is checked every 3 months by Firecheck and a full maintenance record kept.

With regard to the Fire Detection system it should be noted that this was installed as per Fire Cert requirements in 1995 and the owners of the hostel have no obligation to put in an L1 System as noted.



In Messrs Ryans report there are 14no photographs drawing attention to areas where deficiencies have occurred. It is not my intention in this report to comment on all 14 points but I have been ensured by my clients that these items will be rectified within 2 weeks of publication of this report.

In my view the critical issues of concern is Fire Stopping in Roof space.

#### WORKS TO BE CARRIED OUT

- 1 Fire stopping to be carried out in attic space as per Messrs Ryans comments
- 2 Compartment walls to be taken up to underside of roof and fire stopped
- 3 Remove "Gym" and revert to caretakers apartment
- 4 Remove store and revert to Disabled accessible toilet
- 5 Certification required for Fire doors ( 30 minute resistance )
- 6 Self closing devices to be checked on each door and fixed if required
- 7 Exit signs should be maintained and lit throughout
- 8 Refer to item 8 in Messrs Ryan report and check that corridor partitions are carried up to underside of structural.

#### General

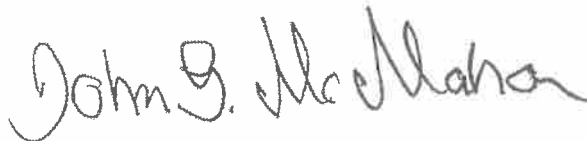
Generally the items referred to in Messrs Ryans report Nos 1-14 with photographs should be remedied

#### CONCLUSION

It is my opinion that the building as it now stands is quite unsafe the main problems being the Fire stopping in ceiling space. These problems should be remedied without delay as there may be future problems with regard to Insurance of premises

Signed

John G. Mc Mahon  
Dip Arch B. Arch Sc. MRIAI



17<sup>th</sup> October 2016



Re: FW: Safety report - Westbourne  
Teresa A. Clarke to: Martin Kenny  
Cc: "David B. O'Neill", "Martin Kenny", Natasha X. Lee

24/10/2016 16:08

Dear Mr Kenny

Thank you for the safety report from John McMahon dated 14/10/2016 (signed 17/10/2016) and received today (24/10/2016).

This office has noted the contents.  
Can you please advise on the following matters:

- (1) Indicate the start date for the required remedial works
- (2) Indicate the expected finish date of the remedial works

Following completion of the works, this office will require a revised

- (i) Certificate and Opinion of Compliance with the Fire Services Act;
- (ii) Certificate and Opinion of Compliance with the Building Regulations and
- (iii) Confirmation the public liability insurance dated 28/08/2016 is valid and in place.

Blank documents in respect of documents (i) and (ii) will be forwarded to you shortly from this office for completion.

Please provide the information in respect of (1) and (2) above by return.

Yours Sincerely

Teresa Clarke

*Teresa Clarke*  
*APO*  
*Reception & Integration Agency*  
*PO Box 11487*  
*Dublin 2*

"Martin Kenny" Dear David Please find attached the safety report... 24/10/2016 11:09:46

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "David B. O'Neill" <DBONeill@justice.ie>,  
Cc: "Teresa A. Clarke" <TAClarke@justice.ie>, "Martin Kenny" <martin@kennygroup.eu>  
Date: 24/10/2016 11:09  
Subject: FW: Safety report - Westbourne

Dear David

Please find attached the safety report that I received from John McMahon the content of which speaks for itself

Kind regards

Martin  
[attachment "safety report John Mc Mahon.pdf" deleted by Teresa A. Clarke/JUSTICE]



Fw: Safety report - Westbourne  
Teresa A. Clarke to: martin  
Cc: David B. O'Neill, Marie G. Walker, Natasha X. Lee

02/11/2016 11:55

Dear Mr Kenny

1. I would be obliged if you could provide me with the information requested below in relation to start and end dates of works and also updated documents as listed under (i) (ii) and (iii), by return please.
2. In addition, I would draw your attention to my request sent on 10/10/2016 (reproduced in blue text at the end of this email message). Please provide the necessary information from the [redacted]

Many thanks

Teresa

*Teresa Clarke*  
*APO*  
*Reception & Integration Agency*  
*PO Box 11487*  
*Dublin 2*

From: Teresa A. Clarke/JUSTICE  
 To: "Martin Kenny" <martin@kennygroup.eu>,  
 Cc: "David B. O'Neill" <DBONeill@justice.ie>, "Martin Kenny" <martin@kennygroup.eu>,  
 Natasha X. Lee/JUSTICE@JUSTICE  
 Date: 24/10/2016 16:08  
 Subject: Re: FW: Safety report - Westbourne

Dear Mr Kenny

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Can you please advise on the following matters:

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- (2) Indicate the expected finish date of the remedial works

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- (ii) Certificate and Opinion of Compliance with the Building Regulations and
- (iii) Confirmation the public liability insurance dated 28/08/2016 is valid and in place.

Blank documents in respect of documents (i) and (ii) will be forwarded to you shortly from this office for completion.

Please provide the information in respect of (1) and (2) above by return.

Yours Sincerely

Teresa Clarke

*Teresa Clarke*  
*APO*  
*Reception & Integration Agency*  
*PO Box 11487*  
*Dublin 2*

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "Teresa A. Clarke" <TAClarke@justice.ie>,  
Cc: <martin@kennygroup.eu>  
Date: 10/10/2016 13:27  
Subject: FW:

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Dear Ms Clarke

Noted with thanks and I am in process of obtaining the letter you require from [REDACTED], as soon as it issues, I will forward without delay

Kind regards

Martin

From: Teresa A. Clarke [mailto:TAClarke@justice.ie]  
Sent: 10 October 2016 12:22  
To: Martin Kenny  
Subject: Re:

Dear Mr Kenny

The order to pay left this office on 5th October.

We have checked with our payments unit in Killarney and they have confirmed that the payments are on today's 'run'. It is expected that the payments will be in your account on Wednesday - however this is dependent on the inter-bank system.

I need to remind you again that I have authorised the release of the [REDACTED] outstanding payments only.

I will still require a formal letter from the [REDACTED] indicating:

1. the account number
2. the account name
3. confirmation the the account is trading normally.

As soon as I have this all other payments will be processed as normal.

Mr O Neill will keep me updated on the progress in relation to the safety report of 22/02/2016.

47



**Fw: Safety report - Westbourne**

Marie G. Walker to: martin

29/11/2016 10:21

CC: Eugene T. Banks, Teresa A. Clarke, David B. O'Neill, Natasha X. Lee

This message is digitally signed.

Martin,

Further to your email of the 7th November, 2016, I would appreciate if you could give us any updates in relation to the works being carried out at Westbourne accommodation centre.

Regards

Marie Walker

Reception and Integration Agency

----- Forwarded by Marie G. Walker/JUSTICE on 29/11/2016 09:56 -----

From: David B. O'Neill/JUSTICE  
To: Marie G. Walker/JUSTICE@JUSTICE,  
Date: 29/11/2016 09:52  
Subject: Fw: Safety report - Westbourne

----- Forwarded by David B. O'Neill/JUSTICE on 29/11/2016 09:52 -----

From: Teresa A. Clarke/JUSTICE  
To: Eugene T. Banks/JELR/JSECTOR@JUSTICE,  
Cc: David B. O'Neill/JUSTICE@JUSTICE, Marie G. Walker/JUSTICE@JUSTICE, Natasha X. Lee/JUSTICE@JUSTICE  
Date: 07/11/2016 12:06  
Subject: Fw: Safety report - Westbourne

For information.

Teresa

----- Forwarded by Teresa A. Clarke/JUSTICE on 07/11/2016 12:00 -----

From: Teresa A. Clarke/JUSTICE  
To: "Martin Kenny" <martin@kennygroup.eu>,  
Date: 07/11/2016 11:57  
Subject: Re: FW: Safety report - Westbourne

Dear Mr Kenny

(1) Thank you for confirming that the works will be carried out - I would be grateful if you would advise me as soon as the time frame for the remedial works is known.

(2) I note the information re: the letter from the Bank. Please be aware that this Office is anxious to re-commence payments for services in Westbourne and will re-activate the payment schedule as soon as the bank letter is received.

(3) Your email did not address the item marked (iii) of my email 24/10/2016 (see below). For the purposes of clarity, can you please confirm that the public liability insurance dated 28/08/2016 is valid and in place? I would be grateful for information on this matter as soon as possible, please.

Yours sincerely

Teresa Clarke

Teresa Clarke  
APO  
Reception & Integration Agency  
PO Box 11487  
Dublin 2

"Martin Kenny"

Dear Ms Clarke Apologies for the delay in reverti...

07/11/2016 09:47:42

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "Teresa A. Clarke" <TAClarke@justice.ie>,  
Cc: "Martin Kenny" <martin@kennygroup.eu>  
Date: 07/11/2016 09:47  
Subject: FW: Safety report - Westbourne

Dear Ms Clarke

Apologies for the delay in reverting, I am endeavouring to get a time scale from the third parties who will carry out work and their availability. I will revert as soon as possible on this. I have requested the letter and am awaiting same also.


Thanks  
Martin

From: Teresa A. Clarke [mailto:TAClarke@justice.ie]  
Sent: 02 November 2016 11:55  
To: martin@kennygroup.eu  
Cc: David B. O'Neill; Marie G. Walker; Natasha X. Lee  
Subject: Fw: Safety report - Westbourne

Dear Mr Kenny

1. I would be obliged if you could provide me with the information requested below in relation to start and end dates of works and also updated documents as listed under (i) (ii) and (iii), by return please.

2.

2. In addition, I would draw your attention to my request sent on 10/10/2016 (reproduced in blue text at the end of [this email message](#)). Please provide the necessary information from the 

Many thanks

Teresa

Teresa Clarke  
APO  
Reception & Integration Agency  
PO Box 11487  
Dublin 2

From: Teresa A. Clarke/JUSTICE

To: "Martin Kenny" <martin@kennygroup.eu>,  
Cc: "David B. O'Neill" <DBONEill@justice.ie>, "Martin Kenny"  
<martin@kennygroup.eu>, Natasha X. Lee/JUSTICE@JUSTICE  
Date: 24/10/2016 16:08  
Subject: Re: FW: Safety report - Westbourne

Dear Mr Kenny

Thank you for the safety report from John McMahon dated 14/10/2016 (signed 17/10/2016) and received today (24/10/2016).

This office has noted the contents.  
Can you please advise on the following matters:

- (1) Indicate the start date for the required remedial works
- (2) Indicate the expected finish date of the remedial works

Following completion of the works, this office will require a revised

- (i) Certificate and Opinion of Compliance with the Fire Services Act;
- (ii) Certificate and Opinion of Compliance with the Building Regulations and
- (iii) Confirmation the public liability insurance dated 28/08/2016 is valid and in place.

Blank documents in respect of documents (i) and (ii) will be forwarded to you shortly from this office for completion.

Please provide the information in respect of (1) and (2) above by return.

Yours Sincerely

Teresa Clarke

Teresa Clarke  
APO  
Reception & Integration Agency  
PO Box 11487  
Dublin 2

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "Teresa A. Clarke" <TAClarke@justice.ie>,  
Cc: <martin@kennygroup.eu>  
Date: 10/10/2016 13:27  
Subject: FW:

Dear Ms Clarke

Noted with thanks and I am in process of obtaining the letter you require from [REDACTED] as soon as it issues, I will forward without delay

Kind regards

Martin

From: Teresa A. Clarke [ <mailto:TAClarke@justice.ie>  
mailto:TAClarke@justice.ie]  
Sent: 10 October 2016 12:22  
To: Martin Kenny  
Subject: Re:

Dear Mr Kenny

The order to pay left this office on 5th October.

We have checked with our payments unit in Killarney and they have confirmed that the payments are on today's 'run'. It is expected that the payments will be in your account on Wednesday - however this is dependent on the inter-bank system.

I need to remind you again that I have authorised the release of the [REDACTED] outstanding payments only.

I will still require a formal letter from the [REDACTED] indicating:

1. the account number
2. the account name
3. confirmation the the account is trading normally.

As soon as I have this all other payments will be processed as normal.

Mr O Neill will keep me updated on the progress in relation to the safety report of 22/02/2016.

Regards  
Teresa

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\*\*\*\*\*

Is le haghaidh an duine nó an eintitis ar a bhfuil sí dírithe, agus le haghaidh an duine nó an eintitis sin amháin, a bheartaítear an fhaisnéis a tarchuireadh agus féadfaidh sé go bhfuil ábhar faoi rún agus/nó faoi phribhléid inti. Toirmisctear aon athbhreithniú, atarchur nó leathadh a dhéanamh ar an bhfaisnéis seo, aon úsáid eile a bhaint aisti nó aon ghníomh a dhéanamh ar a hiontaoibh, ag daoine nó ag eintitis seachas an faighteoir beartaithe. Má fuair tú é seo trí dhearmad, téigh i dteagmháil leis an seoltóir, le do thoil, agus scríos an t-ábhar as aon ríomhaire. Is é beartas na Roinne Dlí agus Cirt agus Comhionannais, na nOifigí agus na nGníomhaireachtaí a úsáideann seirbhísí TF na Roinne seoladh ábhair cholúil a dhícheadú.

Más rud é go measann tú gur ábhar colúil atá san ábhar atá sa teachtaireacht seo is ceart duit dul i dteagmháil leis an seoltóir láithreach agus le mailminder[ag]justice.ie chomh maith.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer. It is the policy of the Department of Justice and Equality and





RE: Safety report - Westbourne

Martin Kenny to: 'Marie G. Walker'

Cc: "Eugene T. Banks", "Teresa A. Clarke", "David B. O'Neill",  
"Natasha X. Lee"

29/11/2016 12:30

Thanks for your email I am endeavouring to get a reply on this and will  
revert to you as soon as this is to hand  
Regards  
Martin

-----Original Message-----

From: Marie G. Walker [mailto:MGWalker@justice.ie]

Sent: 29 November 2016 10:21

To: martin@kennygroup.eu

Cc: Eugene T. Banks; Teresa A. Clarke; David B. O'Neill; Natasha X. Lee

Subject: Fw: Safety report - Westbourne

Martin,

Further to your email of the 7th November, 2016, I would appreciate if you  
could give us any updates in relation to the works being carried out at  
Westbourne accommodation centre.

Regards

Marie Walker

Reception and Integration Agency

----- Forwarded by Marie G. Walker/JUSTICE on 29/11/2016 09:56 -----

From: David B. O'Neill/JUSTICE  
To: Marie G. Walker/JUSTICE@JUSTICE,  
Date: 29/11/2016 09:52  
Subject: Fw: Safety report - Westbourne

----- Forwarded by David B. O'Neill/JUSTICE on 29/11/2016 09:52 -----

From: Teresa A. Clarke/JUSTICE  
To: Eugene T. Banks/JELR/JSECTOR@JUSTICE,  
Cc: David B. O'Neill/JUSTICE@JUSTICE, Marie G.  
Walker/JUSTICE@JUSTICE, Natasha X. Lee/JUSTICE@JUSTICE  
Date: 07/11/2016 12:06  
Subject: Fw: Safety report - Westbourne

For information.


Teresa

----- Forwarded by Teresa A. Clarke/JUSTICE on 07/11/2016 12:00 -----

From: Teresa A. Clarke/JUSTICE  
To: "Martin Kenny" <martin@kennygroup.eu>,  
Date: 07/11/2016 11:57  
Subject: Re: FW: Safety report - Westbourne

Dear Mr Kenny



RE: Safety report - Westbourne   
 Eugene T. Banks to: Martin Kenny  
 Cc: "David B. O'Neill", "Marie G. Walker", "Natasha X. Lee",  
 "Teresa A. Clarke", RIAAP

05/01/2017 10:25

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Mr Kenny,

I would be grateful for an immediate update on the progress of the works to make the Westbourne Accommodation Centre fully fire compliant. When do you expect these works to conclude and when do you expect to have the building re-inspected?

Many thanks in advance

e

Eugene Banks  
 Principal Officer  
 Reception and Integration Agency  
 Department of Justice & Equality  
 473203 internal voip  
 +353 1 418 3203 land line  
 +353 86 8209346 mobile  
 www.ria.gov.ie

"Martin Kenny"	Thanks for your email I am endeavouring to get a...	29/11/2016 12:30:34
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From: "Martin Kenny" <martin@kennygroup.eu>  
 To: "Marie G. Walker" <MGWalker@justice.ie>,  
 Cc: "Eugene T. Banks" <ETBanks@justice.ie>, "Teresa A. Clarke" <TAClarke@justice.ie>,  
 "David B. O'Neill" <DBONeill@justice.ie>, "Natasha X. Lee" <NXLee@justice.ie>  
 Date: 29/11/2016 12:30  
 Subject: RE: Safety report - Westbourne

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 Regards  
 Martin

-----Original Message-----

From: Marie G. Walker [mailto:MGWalker@justice.ie]  
 Sent: 29 November 2016 10:21  
 To: martin@kennygroup.eu  
 Cc: Eugene T. Banks; Teresa A. Clarke; David B. O'Neill; Natasha X. Lee  
 Subject: Fw: Safety report - Westbourne

Martin,

Further to your email of the 7th November, 2016, I would appreciate if you could give us any updates in relation to the works being carried out at Westbourne accommodation centre.

Regards

Marie Walker  
 Reception and Integration Agency

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Dear Mr Kenny

(1) Thank you for confirming that the works will be carried out - I would be grateful if you would advise me as soon as the time frame for the remedial works is known.

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[REDACTED]

(3) Your email did not address the item marked (iii) of my email 24/10/2016 (see below).

For the purposes of clarity, can you please confirm that the public liability insurance dated 28/08/2016 is valid and in place? I would be grateful for information on this matter as soon as possible, please.

Yours sincerely

Teresa Clarke

Teresa Clarke  
APO  
Reception & Integration Agency  
PO Box 11487  
Dublin 2

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "'Teresa A. Clarke'" <TAClarke@justice.ie>,  
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Date: 07/11/2016 09:47  
Subject: FW: Safety report - Westbourne

Dear Ms Clarke

Apologies for the delay in reverting, I am endeavouring to get a time scale from the third parties who will carry out work and their availability. I will revert as soon as possible on this. I have requested the letter and am awaiting same also.

Thanks  
Martin

From: Teresa A. Clarke [mailto:TAClarke@justice.ie]  
Sent: 02 November 2016 11:55  
To: martin@kennygroup.eu  
Cc: David B. O'Neill; Marie G. Walker; Natasha X. Lee  
Subject: Fw: Safety report - Westbourne

Dear Mr Kenny

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17/10/2016) and received today (24/10/2016).

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Reception & Integration Agency  
PO Box 11487  
Dublin 2

From: "Martin Kenny" <martin@kennygroup.eu>  
To: "'Teresa A. Clarke'" <TAClarke@justice.ie>,  
Cc: <martin@kennygroup.eu>  
Date: 10/10/2016 13:27  
Subject: FW:

Dear Ms Clarke

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Kind regards

Martin

From: Teresa A. Clarke [mailto:TAClarke@justice.ie]  
mailto:TAClarke@justice.ie]  
Sent: 10 October 2016 12:22  
To: Martin Kenny  
Subject: Re:

Dear Mr Kenny

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I need to remind you again that I have authorised the release of the [redacted] outstanding payments only.

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1. the account number
2. the account name
3. confirmation the the account is trading normally.

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Mr O Neill will keep me updated on the progress in relation to the safety report of 22/02/2016.

Regards  
Teresa

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Más rud é go measann tú gur ábhar colúil atá san ábhar atá sa teachtaireacht seo is ceart duit dul i dteagmháil leis an seoltóir láithreach agus le mailminder[ag]justice.ie chomh maith.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer. It is the policy of the Department of Justice and Equality and the Agencies and Offices using its IT services to disallow the sending of offensive material.

Should you consider that the material contained in this message is offensive you should contact the sender immediately and also mailminder [at]justice.ie.

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Safety Report - Westbourne

Marie G. Walker to: martin

Cc: Eugene T. Banks, Teresa A. Clarke, David B. O'Neill, Natasha X. Lee, carl.weaver

10/01/2017 13:56

This message is digitally signed.

Dear Mr Kenny,

Please see attached correspondence from Mr Eugene Banks in relation to the fire compliance of Westbourne Accommodation Centre. The original letter issued by post today.

Regards

Marie Walker  
Reception and Integration Agency

▼▼

1 attachment



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DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN I. OINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

Mr Martin Kenny  
Secretary  
Westbourne Holiday Hostel Ltd  
1 Mount Kennet Place,  
Henry Street,  
Limerick

10<sup>th</sup> January, 2017

**Re: Fire Compliance of Westbourne Accommodation Centre**

Dear Mr Kenny,

Please refer to my email of the 5<sup>th</sup> January 2017 in relation to the fire compliance of Westbourne Accommodation Centre.

I would appreciate if you could provide an immediate update on the progress of the works to make the Westbourne Accommodation Centre fully fire compliant and when you expect these works to be completed.

I would also appreciate if you could inform me when the building will be re-inspected.

Failure to complete these works will cause the contract to be terminated as per (Clause 10 and Clause 14.1.2).

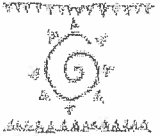
Yours Sincerely

Eugene Banks  
Principal Officer  
Reception and Integration Agency

c.c. Mr Carl Weaver, Senior Assistant Chief Fire Officer, Limerick City and County Council



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Notice of Termination - Westbourne Accommodation Centre

Marie G. Walker to: martin  
Cc: paul, Teresa A. Clarke, David B. O'Neill, Natasha X. Lee,  
carl.weaver

16/01/2017 16:31

From: Marie G. Walker/JUSTICE  
To: [Redacted]  
Cc: [Redacted] Teresa A. Clarke/JUSTICE@JUSTICE, David B.  
O'Neill/JUSTICE@JUSTICE, Natasha X. Lee/JUSTICE@JUSTICE,  
carl.weaver@limerick.ie

Dear Mr Kenny,

Please see attached correspondence from Mr Eugene Banks in relation to the notice of termination of the contract at Westbourne Accommodation Centre. The original letter issued by post today.

Regards

Marie Walker  
Reception and Integration Agency



Letter of Termination - Westbourne Accommodation Centre.pdf



DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

Mr Martin Kenny  
The Secretary  
Westbourne Holiday Hostel Ltd  
1 Mount Kennet Place,  
Henry Street,  
Limerick

16<sup>th</sup> January, 2017

Re: Termination of Contract

Dear Secretary,

I have not received any response to my correspondence of the 10<sup>th</sup> January, 2017 and earlier emails in relation to the fire compliance of Westbourne Accommodation Centre, outlining the progress of the works and when they were expected to be completed.

I am now to inform you that because of your failure to provide this information you are now deemed to be in breach of clause 10 and clause 14.1.2 of the contract between the Minister of Justice and Equality and Westbourne Holiday Hostel signed on the 11<sup>th</sup> August 2016.

Accordingly, the Minister will terminate this contract with effect from 27<sup>th</sup> January, 2017.

The Reception and Integration Agency will write to the residents to inform them of their transfers to other centres within the RIA's remit.

Yours Sincerely

Eugene Banks  
Principal Officer.

c.c: Mr Carl Weaver, Senior Chief Fire Officer, Limerick City and County Council  
Mr Paul Kenny, Westbourne Holiday Hostel Ltd.



DEPARTMENT OF JUSTICE, EQUALITY AND LAW REFORM  
AN ROINN DLÍ AGUS CIRT, COMHIONANNAIS AGUS ATHCHÓIRITHE DLÍ

RECEPTION AND INTEGRATION AGENCY  
ÁISINEACHT FHÁILTE AGUS COMHTHÁITE

Mr Martin Kenny  
The Secretary  
Westbourne Holiday Hostel Ltd  
1 Mount Kennet Place,  
Henry Street,  
Limerick

By Registered Post

31 January, 2017

Dear Mr Kenny,

I am directed by the Tánaiste and Minister for Justice and Equality to refer to the contract entered into by you to provide full board accommodation for asylum seekers at Westbourne Holiday Hostel, Dock Road, Limerick which was terminated with effect from the 27<sup>th</sup> January, 2017.

I wish to advise that in line with Clause 14.3 of the contract you are now required to reimburse the state with [REDACTED] for the overpayment for the period from 28<sup>th</sup> January, 2017 to 7<sup>th</sup> February, 2017.

All existing residents at Westbourne Holiday Hostel, have now been relocated within the RIA portfolio of accommodation.

I would like to take this opportunity to thank you for your assistance and support in the provision of accommodation for asylum seekers.

Yours sincerely

Eugene Banks  
Principal Officer  
Reception and Integration Agency

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