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**With reference to the proposed grant of 4 year 9 month lease in the kiosk at Orwell Road, Rathgar, Dublin 6**

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Under a Lease Agreement dated the 8<sup>th</sup> March 2013, use of the Kiosk at Orwell Road, Rathgar, Dublin 6, was granted to IJOS Limited for a period of 3 years from the 18<sup>th</sup> May 2011.

The lease expired on 17<sup>th</sup> May 2014. Terms and conditions for a new ten year lease at a rent of €4,000 p.a. were sent to the owner of IJOS Ltd, Mr. Ian O'Sullivan but the lease was not executed although Mr. O'Sullivan continued to pay the yearly rent of €4,000. In order to regularise matters the Chief Valuer was requested to negotiate terms for a 4 year 9 month lease with effect from the 18<sup>th</sup> May 2017.

Accordingly it is proposed to grant a 4 year 9 month lease of the Kiosk at Orwell Road, Rathgar, Dublin 6, outlined red and coloured pink on Map Index No. SM2011-0480 to IJOS Limited from 18<sup>th</sup> May 2017 subject to a yearly rent of €5,500 (five thousand five hundred euro) plus VAT per annum, payable quarterly in advance and subject to terms and conditions.

1. That the Lessee shall be granted a 4 year 9 month lease with effect from 18<sup>th</sup> May 2017 in respect of the Kiosk at Orwell Road, Dublin 6 as indicated on the attached map (for identification purposes only).
2. That the rent shall be in the amount of €5,500 (five thousand five hundred euro) plus VAT per annum, payable quarterly in advance.
3. That the Lessee shall be responsible for the payment of all outgoing rates, charges, fees, bills etc. that may become due on the leased area during the period of the lease.
4. That the Lessee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Lessee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
5. That the leased area shall be used solely by the Lessee for the purposes of operating a newsagents business. In the event of it ceasing to be used for such purposes it shall revert free of charge to the Council.

6. That the Lessee shall at all times comply with all Health & Safety legislation and any other relevant legislation.
7. The Lessee shall at all times be responsible for the proper storage and removal of waste from the kiosk and pay for all associated charges.
8. That the Lessee shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution Legislation.
9. That the Lessee shall at all times ensure the leased area is not allowed to be used in such a way as to be a nuisance to the public or to the owners or occupiers of surrounding properties. In particular, they shall not allow undue noise or commotion to emanate from the building at any time during its hours of trading.
10. That the Lessee shall keep the kiosk in a good state of repair and carry out all internal and external maintenance and repairs.
11. That any signage if permitted shall be subject to Council approval and shall be in accordance with the specifications of the Council.
12. That the Lessee shall be prohibited from erecting any mast or hoarding on the leased area.
13. That the Lessee shall not carry out any alteration or development of the leased area or erect any structure or make any excavation without prior written consent of the Development Department of Dublin City Council and without receiving full planning permission where necessary.
14. That the sale, manufacture or consumption of intoxicating liquor shall not be permitted in or about the licensed area.
15. That the Lessee shall not assign or grant any sub-interests in the leased premises without firstly obtaining the written consent of the Council.
16. That the Lessee shall keep proper books of accounts.
17. That the Lessee shall be required to sign a Deed of Renunciation.
18. That in the event of the Lessee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Council shall revoke this Agreement by giving the Lessee notice in writing to that effect or unless otherwise stated in such Notice this agreement shall cease immediately upon such Notice having been given.
19. That on termination of the lease, at no expense to the Council, the Lessee shall remove all items not belonging to the Council and shall leave the property in a clean condition to the satisfaction of the Council.
20. That the Lessee shall keep the premises open on a daily basis for normal permitted trading and shall not keep the premises closed for any prolonged period of time without the prior consent of the Council.
21. That the lease shall include any amendments and/or other conditions as are deemed appropriate by the Council or Law Agent.
22. That each party should be responsible for their own legal fees.

The site to be disposed of was acquired from George Acheson Overhand and others.

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his discretion shall stipulate.

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

This proposal was approved by the South East Area Committee at its meeting on the 12<sup>th</sup> February 2018.

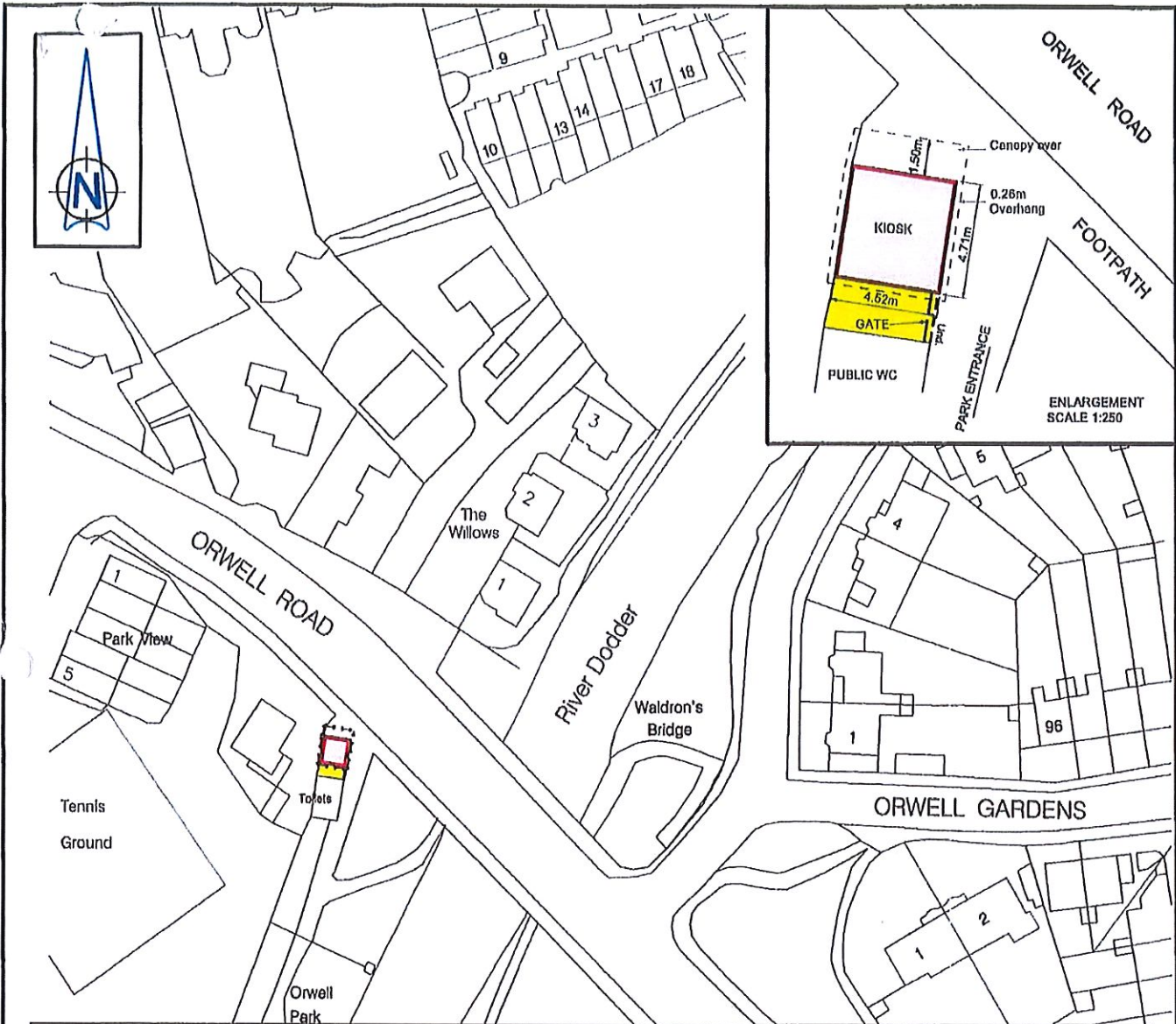
This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

**Resolution to be adopted:**

That Dublin City Council notes the contents of this report and assents to the proposal outlined therein.

Dated 15th day of February 2018.

**Paul Clegg**  
**Executive Manager**



**ORWELL ROAD RATHGAR - KIOSK AT**

**Dublin City Council to IJOS Limited**  
**Grant of a 3 Year Lease**

NOTE: Right-of-way to IJOS Limited coloured yellow Und. = boundary undefined on site



**DUBLIN CITY COUNCIL**

*Comhairle Cathrach Bhaile Átha Cliath*  
**ENVIRONMENT AND ENGINEERING DEPARTMENT**  
*An Roinn Comhshaoil agus Innealtóireachta*  
**SURVEY AND MAPPING SERVICES DIVISION**  
*Rannán Seirbhísi Suirbhéireachta agus Léarscailithe*

<b>O.S REF</b> 3328-20	<b>SCALE</b> 1:1000 & 1:250
<b>DATE</b> 04.08.2011	<b>SURVEYED/ PRODUCED BY</b> PK

<b>INDEX No</b>	<b>FOLDER No</b>	<b>CODE</b>	<b>DWG No</b>	<b>REV</b>
<b>FILE NO</b>	SM-2011-0480-0204-C3-001-A.dgn			

**MICHAEL PHILLIPS**  
**CITY ENGINEER**

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

SIGNED \_\_\_\_\_  
**PATRICK SHINE**  
**MANAGER LAND SURVEYING & MAPPING**  
**DUBLIN CITY COUNCIL**

**INDEX No.**  
**SM2011-0480**