



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

**Development Department,
Civic Offices.**

**To the Chairman and Members of
The South East Area Committee.**

**With reference to the proposed surrender and subsequent lease of No. 14 and 15
Saint Stephen's Green, Dublin 2.**

Further to a local agreement between The Little Museum of Dublin and Taxback regarding the surrender of 14 and 15 St. Stephen's Green back to Dublin City Council and the issuing of new lease agreements to The Little Museum of Dublin in respect of 14 St. Stephen's Green and Taxback in respect of 15 St. Stephen's Green.

No's 14 and 15 St. Stephen's Green form part of the historic City Estate lands known as lot 24.

Taxback hold 14 St. Stephen's Green under indenture of the lease dated 15th March 2013 between Dublin City Council and Taxback, the lease is for a term of 20 years subject to five year rent reviews.

The Little Museum of Dublin occupies part of 15 St. Stephen's Green (ground, 1st, 2nd and 3rd floor) under a seven year licence from Dublin City Council from 7th February 2013.

The following terms and conditions are recommended by the Chief Valuer as fair and reasonable:

The Little Museum of Dublin

1. That further to local agreement between The Little Museum of Dublin and Taxback, Dublin City Council are prepared to facilitate the surrender by Taxback of their lease in 14 St. Stephen's Green and the granting of a new Lease of the upper floors in 15 St. Stephen's Green to occur concurrently with the surrender by The Little Museum of Dublin of their licence in 15 St. Stephen's Green and the granting of a new lease in 14 St. Stephen's Green.
2. That Dublin City Council accepts no responsibility for any loss of earnings or claims for compensation by The Little Museum of Dublin or Taxback due to any situation occurring directly or indirectly as a consequence of the transfer being facilitated by Dublin City Council at the behest of Taxback and The Little Museum of Dublin.
3. That The Little Museum of Dublin will apply to the planning authority for full planning permission for the change of use of 14 St. Stephen's Green to a public museum and for the disability access works within 1 month of Dublin City Council's approval to the letting. The surrender and granting of a new lease on 14 and 15 St. Stephen's Green is subject to both parties securing planning permission for the change of use at the respective properties.
4. That the proposed surrenders and lettings are entirely subject to the Little Museum of Dublin securing finance to install suitable Disability Access facilities

at 14 St. Stephen's Green, proof of which must be provided to Dublin City Council prior to the commencement of works or execution of the agreement.

5. That the provision of disability access to 14 St. Stephen's Green is a fundamental element of this proposal, in that regard the disability access must be installed, certified and fully operational at 14 St. Stephen's Green no later than 12 months after planning permission has been achieved and Dublin City Council has given consent in writing to the alterations permitted under the planning permission, failure to deliver the disability access on time will result in the annual rent reverting to the market rent until such time as the disability access is finalised.
6. The transfer between the buildings must occur in a co-ordinated, synchronised manner agreed between Taxback and The Little Museum of Dublin.
7. That The Little Museum of Dublin will surrender their existing Licence in 15 St. Stephen's Green back to Dublin City Council.
8. That a new lease of the entire of 14 St. Stephen's Green, having a net internal floor area of c. 451sq.m, will be granted to The Little Museum of Dublin from an agreed date.
9. That the letting will be for a period of 35 years with 5 year rent reviews, linked to movements in the Consumer Price Index, and on a full repairing and insuring basis (excluding repairs to the external structural parts, appurtenances thereto and the roof). Rates shall be payable by the lessee, if such liability arises now or at any time during the lease.
10. That the Market Rent for 14 St. Stephen's Green is €200,000 (two hundred thousand euro) per annum.
11. That the Market Rent shall be abated to the sum of €5,000 (five thousand euro) per annum, the annual rent, provided the city council is satisfied that the premises are being used for the purpose of a historical museum by The Little Museum of Dublin only.
12. That the annual rent will be reviewed on the first day of the 6th, 11th and 16th year in line with Consumer Price Index changes on those dates.
13. That The Little Museum of Dublin will renounce renewal rights under Landlord and Tenant legislation.
14. That 14 St. Stephen's Green will be used by The Little Museum of Dublin as a historical museum for public admission only (subject to planning permission). In the event that the Little Museum of Dublin closes due to financial difficulties or is otherwise dissolved, the lease will be surrendered to the city council immediately, subject to repair and dilapidation obligations being resolved.
15. That The Little Museum of Dublin will be responsible for the local authority rates and any subsequent taxes and charges which may become applicable during the lease period for the demised area of 15 St. Stephen's Green.
16. That The Little Museum of Dublin will pay to Dublin City Council the proportionate amount of the insurance premium relating to 15 St. Stephen's Green.
17. That a project co-ordinator / building surveyor; Krystyna Rawicz (KRA Visionary Project Partners) has been appointed by Dublin City Council to co-ordinate the

move from 15 St. Stephen's Green to 14 St. Stephen's Green by the Little Museum of Dublin together with the move from 14 St. Stephen's Green to 15 St. Stephen's Green by Taxback.

18. That no disturbance or injury be caused to the occupier of the basement unit at 15 St. Stephen's Green (occupied by Hatch and Sons), any potential claim for compensation relating to same will be the responsibility of the party or parties causing such disturbance or injury.
19. That the appointed project co-ordinator / building surveyor will prepare a schedule of dilapidations for 15 St. Stephen's Green. The Little Museum of Dublin will be responsible for the dilapidations.
20. That The Little Museum of Dublin's appointed architect will co-ordinate with Dublin City Council's project co-ordinator / building surveyor on the preparation of a detailed timing schedule and the works.
21. That The Little Museum of Dublin will not licence, sub-let or assign any part of the premises, without the prior authorisation of the city council. In the event that a licence, sublet or assignment is authorised by the city council, any licence fee or rent shall be shared equally between the city council and the Little Museum of Dublin.
22. That the operation of a restaurant / coffee shop/ café at 14 St. Stephen's Green will not be permitted and will be considered a breach of the lease.
23. That prior to the completion of the new lease for 14 St. Stephen's Green, the city council will have a condition schedule prepared for inclusion in the lease.
24. That The Little Museum of Dublin must surrender their licence in 15 St. Stephen's Green and complete the transfer of premises to 14 St. Stephen's Green within a timeframe agreed locally with Taxback and the project co-ordinator / building surveyor.
25. That The Little Museum of Dublin can surrender 14 St. Stephen's Green back to the City Council, at no financial penalty, at any time during the term of the lease.
26. That on the expiration / surrender of the lease the tenant will be responsible for the reinstatement of the accommodation as provided by the landlord.
27. That any external signage will be in keeping with the demised premises and the existing signage in the area, subject to landlord's approval and at the expense of the tenant. If planning permission is required for any signage this is the responsibility of The Little Museum of Dublin.
28. That The Little Museum of Dublin will be required to provide the Law Agent with proof of insurance, public liability insurance of €6,500,000 (six million five hundred thousand euro) and employers' liability of €13,000,000 (thirteen million euro) or such revised levels as set down by the Law Agent.
29. That The Little Museum of Dublin will have the right to negotiate the acquisition of the City Council's interest in 14 St. Stephen's Green at market value, at any point during the lease term.
30. That both parties will be responsible for their own professional fees in respect of the transaction.
31. That The Little Museum of Dublin will be responsible for any VAT and Stamp Duty implications that may arise from the transaction.

32. That this transaction will be at no loss of income to Dublin City Council, The Little Museum of Dublin will surrender the licence in 15 St. Stephen's Green and sign up to the new lease of 14 St. Stephen's Green on the one day and remain liable for licence fee / rent throughout the transfer.
33. That The Little Museum of Dublin will acknowledge Dublin City Council's support, incorporating the corporate logo in an agreed way on signage, publicity material etc., to be agreed locally.
34. That the lease will contain any further terms and conditions deemed appropriate by the Law Agent.

Taxback

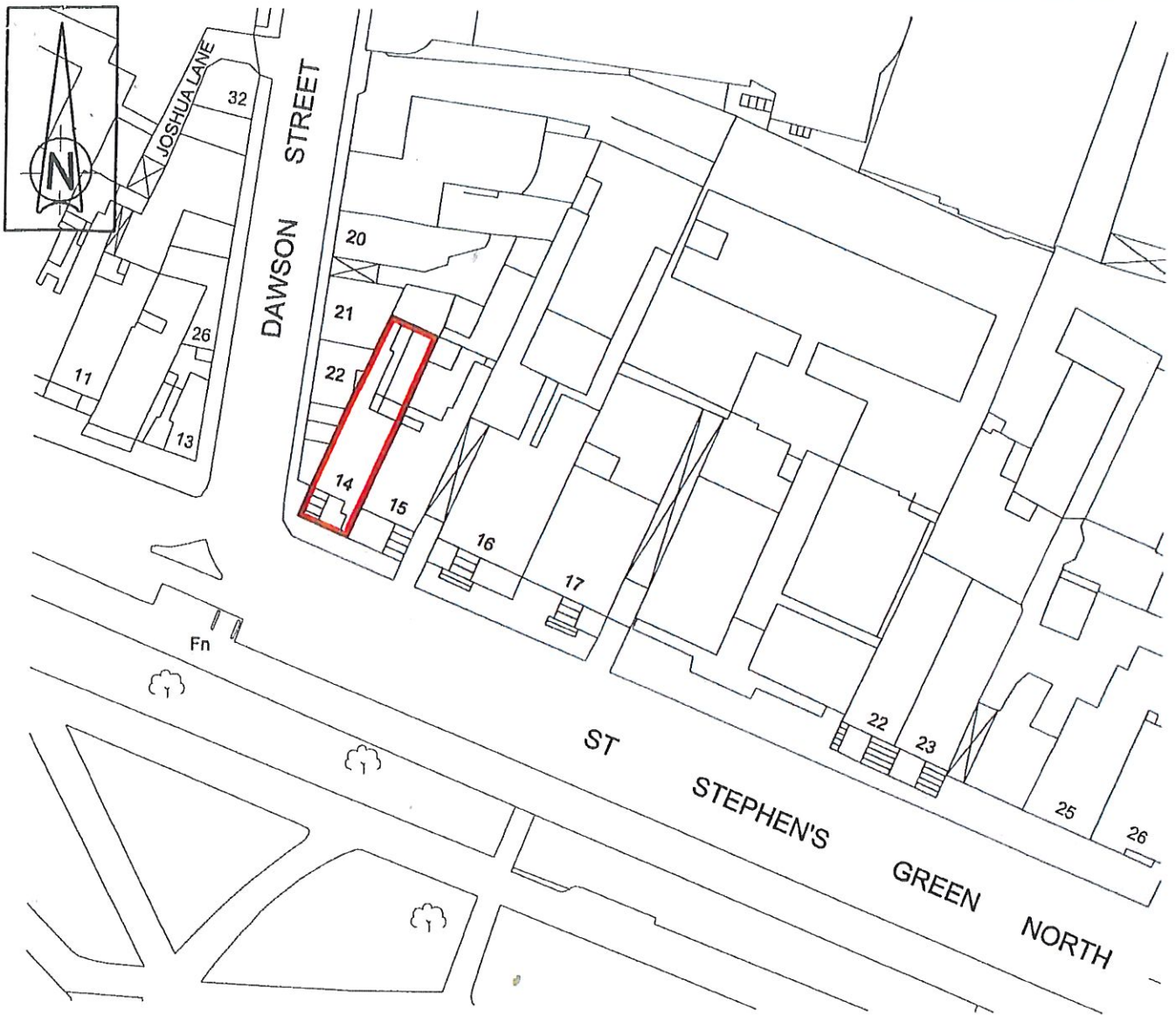
1. That further to local agreement between The Little Museum of Dublin and Taxback, Dublin City Council are prepared to facilitate the surrender by Taxback of their lease in 14 St. Stephen's Green and the granting of a new lease of the upper floors in 15 St. Stephen's Green to occur concurrently with the surrender by The Little Museum of Dublin of their licence in 15 St. Stephen's Green and the granting of a new lease in 14 St. Stephen's Green.
2. That Dublin City Council accepts no responsibility for any loss of earnings or claims for compensation by Taxback or The Little Museum of Dublin due to any situation occurring directly or indirectly as a consequence of the transfer being facilitated by Dublin City Council at the behest of Taxback and The Little Museum of Dublin.
3. That the proposed surrenders and lettings are entirely subject to the Little Museum of Dublin securing finance to install suitable disability access facilities at 14 St. Stephen's Green, proof of which must be provided to Dublin City Council prior to the commencement of works or execution of the agreement.
4. The transfer between the buildings must occur in a co-ordinated, synchronised manner agreed between Taxback and The Little Museum of Dublin.
5. That Taxback will surrender their existing lease in 14 St. Stephen's Green back to Dublin City Council.
6. That a new lease of the upper floors of 15 St. Stephen's Green, having a net internal floor area of c. 350sq.m. will be granted to Taxback.
7. That the new letting of the upper floors of 15 St. Stephen's Green (excluding the basement area occupied by Hatch and Sons) will be for a period of 35 years with 5 year rent reviews to market rent, on a full repairing and insuring basis (excluding repairs to the external structural parts, appurtenances thereto and the roof).
8. That the annual rent shall remain the sum of €87,390 (eighty seven thousand three hundred and ninety euro) per annum, for the first five years of the letting to be revised to the market rent on the 1st day of the sixth year.
9. That the rent will be reviewed on the first day of the 6th, 11th, 16th, 21st and 26th and 31st year to the market rent on those dates.
10. That the lease will commence on a date to be agreed between the two parties.

11. That Taxback will renounce renewal rights under Landlord and Tenant legislation.
12. That there will be a tenant only break option on the last day of year 15 and year 25 of the lease subject to 6 month's written notice.
13. That Taxback will apply to the planning authority for full planning permission for the change of use of 15 St. Stephen's Green to office use, if necessary.
14. That Taxback will be responsible for the local authority Rates and any subsequent taxes and charges which may become applicable during the lease period for the demised area of 15 St. Stephen's Green.
15. That Taxback will pay to Dublin City Council the proportionate amount of the insurance premium relating to 15 St. Stephen's Green.
16. That a project co-ordinator / building surveyor has been appointed by Dublin City Council to co-ordinate the move from 14 St. Stephen's Green to 15 St. Stephen's Green by Taxback together with the move from 15 St. Stephen's Green to 14 St. Stephen's Green by The Little Museum of Dublin.
17. That no disturbance or injury be caused to the occupier of the basement unit at 15 St. Stephen's Green (occupied by Hatch and Sons), any potential claim for compensation relating to same will be the responsibility of the party or parties causing such disturbance or injury.
18. That the appointed project co-ordinator / building surveyor will prepare a schedule of dilapidations for 14 St. Stephen's Green. Taxback will be responsible for the dilapidations in respect of 14 St. Stephen's Green, the project co-ordinator / building surveyor will take account of the incoming tenant's fit-out works, reducing any un-necessary dilapidation costs; to be agreed locally.
19. That any assignment / sub-letting will be subject to the prior written consent of the landlord (not to be unreasonably withheld)
20. That the architect appointed by Taxback to manage the move will co-ordinate with Dublin City Council's project co-ordinator / building surveyor on the preparation of a detailed timing schedule and details of works.
21. The new letting will be on the basis that 15 St. Stephen's Green is fully refurbished and in good order throughout.
22. That on the expiration / surrender of the lease the tenant will be responsible for the reinstatement of the accommodation to a good order throughout.
23. That any external signage will be in keeping with the demised premises and the existing signage in the area, subject to landlord's approval and at the expense of the tenant. If planning permission is required for any signage this is the responsibility of Taxback to secure.
24. That Taxback will be required to provide the Law Agent with proof of insurances, public liability insurance of €6,500,000 (six million five hundred thousand euro) and employers' liability of €13,000,000 (thirteen million euro) or such revised levels as set down by the Law Agent.
25. That both parties will be responsible for their own professional fees in respect of the transaction.

26. That Taxback will be responsible for any VAT and Stamp Duty implications that may arise from the transaction.
27. This transaction will be at no loss of income to Dublin City Council, Taxback will surrender the lease in 14 St. Stephen's Green and sign the new lease of 15 St. Stephen's Green on the one day and remain liable for rent throughout the period of transfer.
28. The lease will contain any further terms and conditions deemed appropriate by the Law Agent.

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

Paul Clegg
Acting Assistant Chief Executive



**St. Stephens Green North No 14
Dublin City Council to Taxback
Proposed Grant of 20 Year Lease**

Map for Council



DUBLIN CITY COUNCIL

Comhairle Cathrach Bhaile Átha Cliath
ENVIRONMENT AND ENGINEERING DEPARTMENT
An Roinn Comhshaoil agus Innealtóireachta
SURVEY AND MAPPING DIVISION
Rannán Suirbhóireachta agus Léarscailithe

O.S REF 3264-11	SCALE 1:1000
DATE 17-12-2012	SURVEYED / PRODUCED BY P. Kearns

INDEX No	FOLDER No	CODE	DWG No	REV
FILE NO	SM-2012-1237-0204- C3 - 001 - B.dgn.			

MICHAEL PHILLIPS
CITY ENGINEER

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY
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SIGNED *M. Kearns 18.12.12*
PATRICK SHINE
MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

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SM-2012-1237

