

**The Chairman and Members of
North West Area Committee.**

Meeting: 15th January 2019

Item No: 7

**With reference to a Proposed Lease Agreement of the Finglas Youth Resource Centre
at Mellows Road, Finglas, Dublin 11 to Finglas Youth Resource Centre CLG.**

The Finglas Civic Centre at Mellows Road, Finglas incorporates a Youth Resource Centre (FYRC). The centre has been occupied by the Finglas YRC CLG since 2004. It was proposed in 2004 to grant them a 20 Year lease, but the legal matters were not finalised at the time. In order to regularise the position it is proposed to lease the premises for a period of 5 years. The premises is outlined in red and shaded pink on Map ref SM-2018-0739. The disposal will be subject to the following terms and conditions:

1. That the subject property comprises of the property known as the Finglas Youth Resource Centre, Finglas Civic Centre, Mellows Road, Finglas, Dublin 11 and measures approx. 836.44 sq. m. / 9,003 sq. ft. (measured on a gross internal basis). The demised area shall not extend to any of the car parking or ancillary areas to the front, rear or sides of the property.
2. That the term of the lease shall be for a period of 5 years. Commencement date to be agreed between the parties closer to the date of execution of lease.
3. That the market rental value of the subject property is €140,000 (one hundred and forty thousand euro) per annum, which shall be abated to €1,000 (one thousand euro) per annum, provided that the premises are "solely used for the provision of youth services".
4. In the event that the property ceases to be used for the purpose outlined in term No. 3, that the rent shall revert to the full market rent.
5. That the lessee is required to execute a Deed of Renunciation; in order to renounce any rights which they may have acquired to date and all future rights.
6. That a rent review to market rental value will occur at the end of the third year.
7. That the lessee is responsible for all internal repairs and maintenance.
8. That the lessee shall maintain the demised premises for the duration of the lease, to its current standard and shall undertake any improvement works deemed necessary by the Council or agents / inspectors on their behalf.

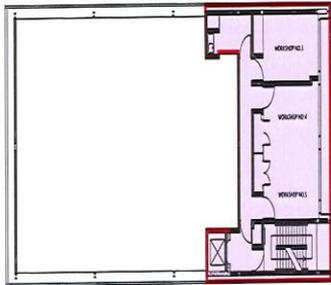
9. That the lessee is responsible for the maintenance of all fire alarm, emergency lighting and fire extinguishers, including ensuring that all of the foregoing are checked regularly by the relevant maintenance contractor. Compliance certificates must be kept on file to verify all systems are operating correctly.
10. That prior written consent shall be sought from the Council for any alterations or improvement works which the lessee intends to carry out.
11. That the lessee shall not assign, sublet, divide or part with possession of the subject property or part thereof without obtaining the prior written consent of the Council.
12. That all outgoings, including rates, taxes, insurance, utility bills, water charges, etc, shall be the responsibility of the lessee.
13. That the lessee shall, on an annual basis, provide evidence of being registered to provide childcare facilities.
14. That the lessee shall obtain a high level of public liability insurance and employer's liability insurance (if applicable), which shall indemnify the Council against any and all claims arising from its use of the premises. The Council will have an absolute right to set a minimum level of public liability and employer's liability insurance and to review the figures on a yearly basis (the current minimum levels are €6.4 million – public liability and €13 million – employer's liability). The interests of the Council are to be noted on all policies and to be fully indemnified at all times.
15. That the lessee shall ensure that the property complies with all legislation, planning permission, health and safety standards, general requirements, fire regulations, statutory requirements, codes of practice and will be responsible for implementation of comprehensive fire / life safety management plan / processes while ensuring compliance with same during the term of the lease, schedule of all of the foregoing to be provided to the Council.
16. That the lessee shall be responsible for their own legal and professional fees in this matter.
17. That the Council, its' agents and third parties retain right of access to all services located on, over or under the subject property.
18. That the lease shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.
19. That the transaction shall be completed within 3 months of the date of the Council's approval of the lease or as soon as practically possible.

Paul Clegg

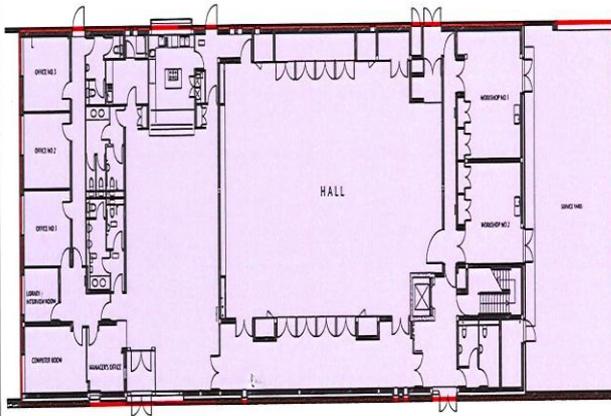
Executive Manager

28/11/2018

Date

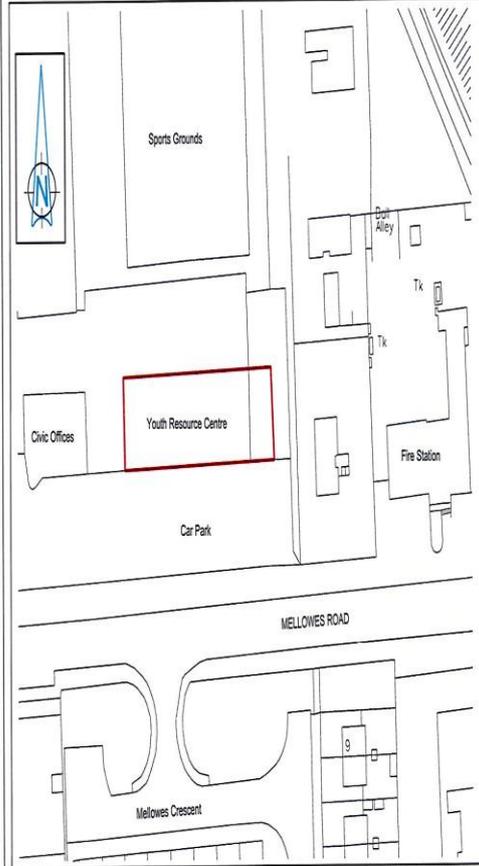


FIRST FLOOR



GROUND FLOOR

FLOOR PLANS Scale: 1-250



LOCATION MAP Scale: 1-1000

MELLOWES ROAD, FINGLAS - CIVIC CENTRE
 Dublin City Council to Finglas Youth Resource Centre CLG.
 Grant of lease

An Roinn Comhshaoil agus Iompair
 Rannán Suirbhéireachta agus Léarscáilithe
 Environment and Transportation Department
 Survey and Mapping Division

O.S REF 3131-11,12,16,17	SCALE 1-1000, 1-250 @ A3	INDEX No No	FOLDER CODE No	DWG No	REV
DATE 22-11-2018	SURVEYED / PRODUCED BY PMcGinn	FILE NO SM-2018-0739-0204-C3-001-A.dgn	THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE SURVEY, MAPPING AND RELATED RESEARCH APPROVED		
Dr JOHN W. FLANAGAN CEng FIEI FICE CITY ENGINEER		APPROVED THOMAS CURRAN ACTING MANAGER LAND SURVEYING & MAPPING DUBLIN CITY COUNCIL	INDEX No. SM-2018-0739*		

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