



With reference to the proposed grant of Short Term Business Letting, Reco Building, Sillogue Road, Ballymun Dublin 11.

Dublin City Council is the owner of lands at The Reco Building, Sillogue Road, Ballymun registered under Folios DN869F, DN200780F and DN58554F shown outlined red and coloured pink on Map Index SM-2015-0918-002.

Ballymun Regional Youth Resource CLG (BRYR) has been in occupation of The Reco Building Sillogue Road Ballymun, Dublin 11 on foot of a 12-month licence agreement dated 4th December 2014 at a fee of €1 per annum (if demanded). A further licence granted in 2015 for a period of three years expired on 3rd December 2018.

BRYR supports the welfare, well-being & development of young people of ages 10-24yrs in Ballymun. In order to facilitate the continuance of this service, it is now proposed to grant a 3 year Short Term Business Letting to BRYR (the tenant) subject to the following terms and conditions:

1. That the subject premises comprises the Reco Building, located on Sillogue Road, Ballymun, Dublin 11 and which is as shown outlined in red on attached Map Index No: SM-2015-0918-002. A pedestrian right of way over the adjacent church yard is shown in yellow.
2. That Dublin City Council shall grant a three year Short Term Business Letting Agreement to Ballymun Regional Youth Resource CLG from the 4 December 2018.
3. That the subject premises shall be used solely as a community and youth facility and the abated rent shall be €1 (one euro) per annum, if demanded.
4. That a commercial rent of €130,000 (one hundred & thirty thousand euro) plus VAT (if applicable), per annum, shall be payable if the subject property is used for any other purpose.
5. That the tenant shall be responsible for all outgoings associated with its use of the premises including, inter alia, taxes, rates, utilities, building insurance and waste disposal.
6. That the tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required. The tenant shall also hold contents insurance.

7. That the tenant shall not assign, sublet or part with possession of the premises or any part thereof. The abated rent is strictly personal to Ballymun Regional Youth Resource Limited.
8. That the tenant shall be responsible for keeping the property in good order and repair internally, including all windows, doors and plate glass. The tenant will notify the landlord immediately of any structural or building damages that occur, the costs of which will be incurred by the landlord, unless deliberately caused by the tenant. The landlord shall be permitted, upon two weeks prior written notice (except in case of emergency) to inspect the premises and carry out works as required and, the landlord shall not be liable for the payment of any compensation.
9. That the tenant shall not carry out any works or structural alterations to the premises without prior written consent from the landlord.
10. That this agreement may be terminated by either party by giving three months' prior written notice.
11. That the tenant shall leave the building clean, cleared and tidy upon expiry or termination of this letting agreement.
12. That the tenant shall ensure that its use and occupation of the property complies with all necessary statutory consents.
13. That the tenant shall sign a Deed of Renunciation of rights to a new tenancy.
14. That each party shall be responsible for their own fees and costs incurred in this matter.

The premises to be leased was acquired by agreement in fee simple in 3 parts from UCD in 1979, St Laurence O' Toole Diocesan dated 15th February 2011 and portion 3 from St Laurence O' Tooleon 8th November 1983.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

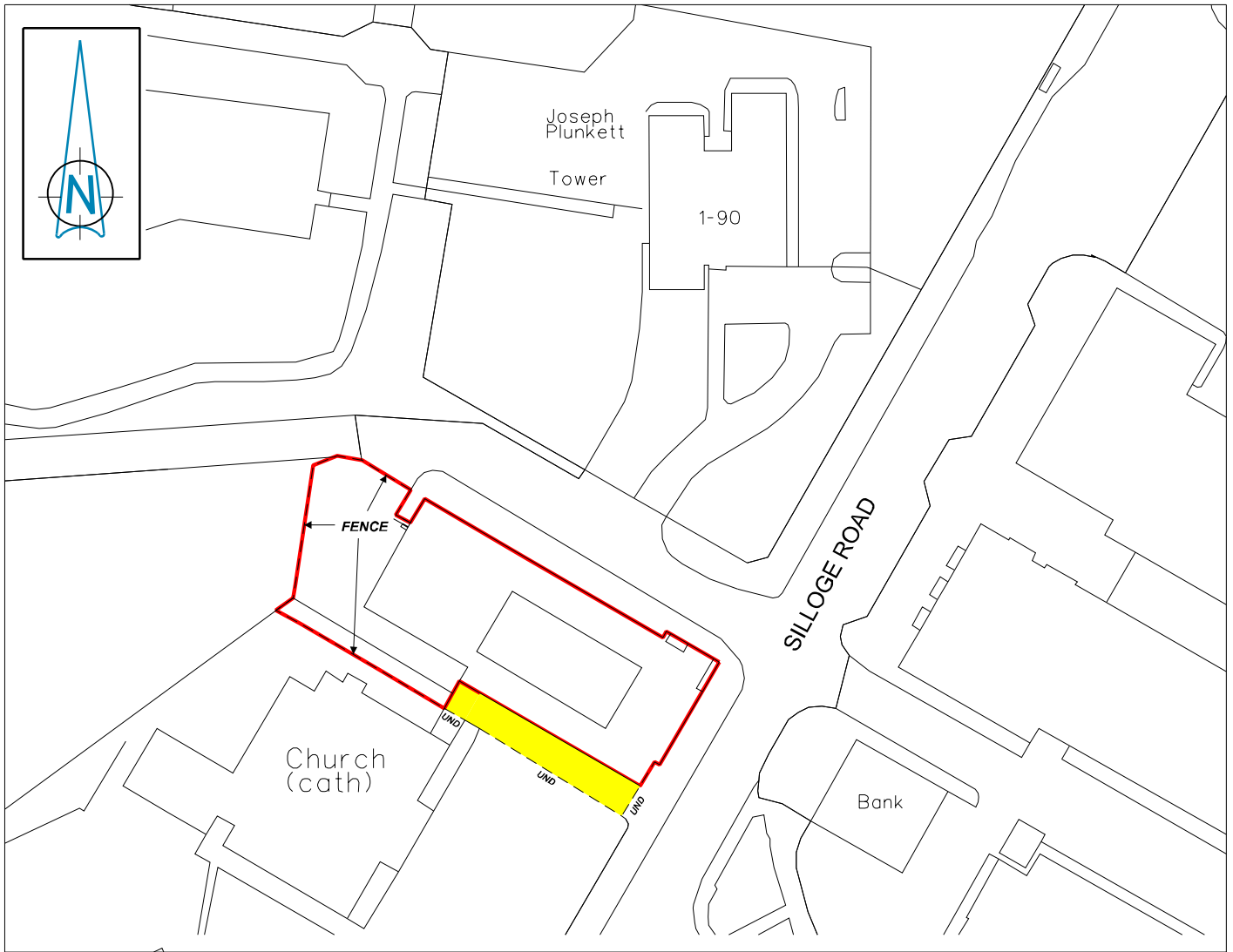
This proposal was approved by the North West Area Committee at its meeting on 19th February 2019.

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

Resolution:

"That Dublin City Council notes the contents of Report No. 123/2019 and assents to the proposal outlined therein".

Paul Clegg
Executive Manager
5th March 2019



RECO BUILDING, SILLOGE ROAD, BALLYMUN, DUBLIN 11

Dublin City Council to Ballymun Regional Youth Resource Limited

Map for Council

Note: Existing right-of-way shown coloured yellow



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

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

O.S REF
3131-9,10

SCALE
1-1000

DATE
03/02/2016

**SURVEYED /
PRODUCED BY**
Conor O'Reilly

INDEX No	FOLDER No	CODE	DWG No	REV
FILE NO	SM-2015-0918- 0204- C3 - 002 - 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

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ACTING CITY ENGINEER

APPROVED _____
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2015-0918-002