

**The Chairperson and Members
South Central Area Committee**

With reference to the proposed grant of a lease for the premises known as Convent Lawns Community Centre, Off Kylemore Road, Ballyfermot, Dublin 10 to Teanga Beo Baile Formaid Cuideachta Faoi Theorainn Ráthaíochta CLG.

By way of Licence dated 25th January 2017 the premises at Convent Lawns Community Centre, Off Kylemore Road, Ballyfermot, Dublin 10, shown outlined in red on Map Index No. SM-2016-0495 was let to Teanga Beo Baile Formaid Cuideachta Faoi Theorainn Ráthaíochta CLG, for a period of 11 months from 1st January 2017 for use as an Irish Culture Centre facility incorporating a Naíonra childcare facility subject to a licence fee of €1.00 (one euro). The licence expired on 30th November 2017.

The Area Manager recommends the granting of a longer term agreement for the premises and accordingly it is proposed to grant a lease to Teanga Beo Baile Formaid Cuideachta Faoi Theorainn Ráthaíochta CLG subject to the following terms and conditions:

1. The lease shall be for a period of 7 years commencing from 1st December 2017.
2. That the property is that shown outlined red and coloured pink on Map Index No. SM2016-0495.
3. That the current market rental value is the sum of €6,000 (six thousand euro) plus VAT if applicable, per annum.
4. That the rent shall be €100.00 per annum provided that the premises is used solely as an Irish Cultural Centre only with a Naíonra childcare facility.
5. The Naíonra is a sub group of Teanga Beo Baile Formaid Cuideachta Faoi Theorainn Ráthaíochta CLG and as such is the responsibility of the Lessee. It is the duty of the Lessee to ensure that statutory codes of practice are adhered to including child protection regulations and child friendly recommendations.
6. That the lessee shall sign a Deed of Renunciation.
7. That the Lessee shall use the subject property solely for non-profit making community purposes for the provision of a cultural centre and childcare facility and should the property cease to be used by the Lessee for this purpose and/or Lessee ceases to exist it will revert free of charge to Dublin City Council or the appropriate full open market yearly rent shall apply as determined by the Council's Valuer.
8. That the lessee shall operate the Centre during the hours of 8.00am to 10.00pm which have been agreed with Dublin City Council. Any use outside of these agreed hours must be agreed in advance with the Council.

9. That the Lessee shall not be permitted to include the subject property in any planning application for planning permission.
10. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the property.
11. That the Lessee shall not erect any structure or make any excavation on the property.
12. That the lessee shall be responsible for secretarial/administration costs, heating, lighting, cleaning, telephone charges and all other charges associated with the general maintenance and upkeep of the building and its environs.
13. That the Lessee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the leased area.
14. That the leased area shall be maintained to a high standard and the lessee shall ensure that no nuisance, noise or disturbance to adjoining owners.
15. The lessee shall not sub-let, sub-divide, alienate or part with possession of the subject property without the prior and express consent in writing of Dublin City Council.
16. That the lessee shall keep the premises and its environs in good condition and repair during the term of the lease and shall not make any material changes / alterations to the subject property without the prior consent in writing of Dublin City Council.
17. That the Lessee shall comply with all Health and Safety legislation in its use of the leased area.
18. That the Lessee shall be responsible for proper storage and removal of waste from the subject property and pay all associated charges.
19. That the Lessee shall indemnify Dublin City Council against any and all claims arising from their use of the property. The Lessee shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million).
20. That upon expiry of the lease, the Lessee shall at their own expense remove all materials not belonging to Dublin City Council and shall leave the subject property clean and cleared to the satisfaction of the Lessor.
21. That the each party shall be responsible for their own fees and costs in this matter.
22. That the lease shall contain all covenants and conditions normally contained in City Council leases of this nature and any other terms and conditions deemed appropriate by the Law Agent.
23. The dates for the performance of any of the requirements of the Lease Agreement may be amended at the absolute discretion of the Executive Manager.

Paul Clegg
Executive Manager.