

27th October 2020

**To: The Chairman and Members of
Central Area Committee**

Meeting: Tuesday 10th November 2020

Item No.

With reference to the proposed disposal of a lease of 23-24 Buckingham Street Lower, Dublin 1.

By way of Indenture of Lease dated 16th May 2008 Dublin City Council demised the premises at Nos. 23-24 Buckingham Street, Dublin 1 to Barnardos for a period of 4 years and 9 months from 16th May 2008 subject to an abated rent of €127 per annum provided the premises was used as a family resource centre for children.

A further lease dated 15th August 2013 was granted for a period of 5 years from 16th February 2013, subject to a rent of €25,000 per annum, abated to €1,000 per annum provided the premises was used as a Barnardo's Bereavement Support Service for Children and Families; Barnardo's Bereavement Adoption Advice Service and Barnardo's Origin Service.

This Lease expired on 15th February 2018 and Barnardo's applied to Dublin City Council for a further lease of the property. Dublin City Council is satisfied that Barnardos should continue to use the premises for delivery of its services and proposes to grant a new lease subject to the terms and conditions set out below:

1. That the subject property is shown outlined on Map Index SM2020-0549, including the rear garden of the property.
2. That the lease shall be for a term of 10 years effective 16th February 2018.
3. That the rental value shall be €39,900 (thirty nine thousand, nine hundred euro) per annum, plus VAT if applicable, payable quarterly in advance.
4. That the rental value shall be abated to €1,000 (one thousand euro) per annum, plus VAT if applicable, provided the premises continues be used solely for Barnardos Bereavement Support Service for Children and Families; Barnardos Bereavement Adoption Service and Barnardos Origin Service. This shall be paid annually in advance.
5. That there shall be a rent review at the end of year 5, linked to the changes in the Consumer Price Index.
6. That there shall be a break option for both parties at the end of year 5.
7. That the lessee must sign a Deed of Renunciation form prior to the signing of contracts.

8. That the lessee shall keep the premises in good condition and repair during the term of the lease. The maintenance of the rear garden shall be the responsibility of the lessee.
9. That the lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject property, without the prior written consent of the Council.
10. That the lessee shall obtain Public Liability Insurance indemnifying Dublin City Council in the sum of €6,500,000 (six million, five hundred thousand euro) for any one incident and Employers Liability Insurance of €13,000,000 if applicable, and shall provide proof of such insurances to Dublin City Council.
11. That the lessee shall be responsible for all outgoings – rates (if applicable), insurance, utility bills and any other outgoings, statutory or otherwise, for the duration of the term of the lease.
12. That the lessee shall not carry out any alterations or development of the property or erect any structure or make any excavation without the prior written consent of the Council.
13. That upon expiration or sooner determination of the lease, the lessee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
14. That each party shall be responsible for their own professional fees in this matter.
15. That the lease shall contain all the covenants and conditions normally contained in City Council leases of this nature and any other terms and conditions deemed appropriate by the Law Agent.

Helen McNamara
Senior Executive Officer.