

03/11/2020

To the Chairperson and Members of  
The North Central Area Committee

Meeting: 16/11/2020

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**Proposed grant of lease of a Crèche Facility at Churchwell Gardens, Ayrfield, Dublin 13**

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Dublin City Council owns a site adjacent to the Malahide Road in Ayrfield, Dublin 13, that is currently under development (Planning Ref. 3238/17). The site is one of six in the Greater Dublin Area included in Bundle 1 of the Social Housing Public Private Partnership Programme announced on Budget Day 2015.

When completed, the Ayrfield site will include 150 social housing units, a multi-use games area and 3 community spaces. The largest of these community spaces was identified for use as a crèche facility. The facility is still under construction with an estimated date of practical completion of the end of Q2/beginning of Q3 2021.

Dublin City Council has retained responsibility for the management of the community spaces and leasing of the crèche. The Chief Valuer has reported that following a tender process, agreement has been reached between the Council and First Steps Academy Crèche & Montessori Ltd. for the grant of a lease of the crèche facility at Churchwell Gardens, Ayrfield, Dublin 13, subject to the following terms and conditions, which are considered fair and reasonable:

1. That the proposed lease shall cover the area shown outlined in red on attached map Index No. SM-2020-0572 comprising of a two-storey unit including two external play areas

A Drop Off/Collection point will also be provided and is shown outlined in green.

2. Six car spaces will be provided to the Crèche. The precise location of these spaces will be agreed between both parties. Any costs associated with designating these car spaces for crèche use will be the responsibility of the proposed lessee.
3. That the lease shall be for a term of 25 years, commencing on a date to be agreed.
4. The rent shall be €70,500 (seventy thousand five hundred euro) per annum, exclusive of outgoings, payable quarterly in advance by electronic transfer.

One years' rent will be payable on signing of the lease with the next quarterly payment due on commencement of Q2 of year 2.

5. The proposed Lessee will be granted a rent-free period of 3 months which will operate in Q1 of year two of the term of the lease.

An additional rent-free period of up to 3 months to operate in Q2 of year two of the term may be granted to the proposed Lessee at the discretion of Dublin City Council.

6. The rent shall be reviewed on a five-yearly basis, upwards or downwards, to the open market rental value.
7. The subject unit will be separately metered and the proposed Lessee shall be responsible for the cost of all utilities, local authority rates and services.
8. That the proposed Lessee shall be responsible for obtaining all relevant planning permissions in relation to the use of the premises.
9. The proposed Lessee shall be compliant with all Tusla, HSE, HAACP and any other relevant legislation during the course of the lease.
10. That the proposed Lessee shall be responsible for the fit-out and all associated costs. Prior to carrying out any works full details are to be provided to and agreed with Dublin City Council.
11. The lease shall permit the proposed Lessee to use the property as a crèche.

Provision of extra-curricular activities ancillary to crèche use i.e. after school clubs, singing, dancing and drama classes by the proposed Lessee shall be permitted. The lease shall not permit the proposed Lessee to use the property for any other purpose, save with the Councils written consent.

12. The opening hours of the crèche will be from 07.00 to 18.30 Monday to Friday. The unit may open for extracurricular activities (as per term 9) up until 19.00 Monday to Friday and from 08.30 to 17.30 on Saturdays. The unit may open for additional hours to facilitate parent evenings and information sessions up until 21.00 Monday to Friday.
13. Priority will be given to residents located within the Ayrfield (Churchwell Gardens) Development and a 10% discount will be given on the standard fee before any discount related to the National Childcare Scheme (NCS), the Early Childcare and Education Scheme (EECE), or any other scheme introduced during the term of the lease.
14. The proposed Lessee shall not erect any signage without receiving prior consent of Dublin City Council and full planning permission for same (if applicable).
15. The lease shall be on an (IRI) internal, repairing and insuring basis.
16. The proposed Lessee shall indemnify Dublin City Council against any claim for compensation which might/may be made by any party arising out of maintenance, fit out works and construction works being carried out on the leased area, or any working areas or on any access points thereto.
17. The proposed Lessee shall take out and produce Public Liability Insurance in the sum of €6.5m and Employers Liability Insurance in the sum of €13m. Such policies shall indemnify Dublin City Council in name against all liability.

18. That the proposed Lessee shall insure and keep insured the unit and every part thereof in a sum equivalent to the full replacement value, at all times in the joint names of the Council and the proposed Lessee against loss or damage by fire or other cause in an established insurance office to be approved by the Council and to pay all premiums or such sum of money necessary for that purpose and within 7 days after the same has become payable to produce to the Council the policy or policies of such insurance and the receipt for every such payment. In the event of loss of damage by fire or other cause, the proposed Lessee is obliged to reinstate the unit and every part thereof to its original state.
19. The proposed Lessee shall meet each and every requirement of Dublin City Council's Fire Officer and any Health and Safety Officer appointed by Dublin City Council at all times. Failure to comply with this condition shall be a ground for forfeiture of the lease.
20. The proposed Lessee shall not sell, assign, sub-let, sub-divide, alienate or part with the possession of the subject unit without the prior written consent of the Council. The Council shall receive early notice of the parties to, and the terms of, any proposed sub-letting or assignment.
21. Upon expiration or sooner determination of the lease, the proposed Lessee shall at their own expense, remove all materials not belonging to Dublin City Council (if the Council so require it) and shall leave the property clean and cleared to the satisfaction of the Council.
22. That each party shall be responsible for their own costs in this matter.
23. That the proposed Lessee shall be responsible for the payment of VAT, if any, that may arise for the granting of this lease.

The agreement shall contain such other covenants and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

Helen McNamara

05/11/2020

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**Senior Executive Officer**

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**Date**