

27th September 2021

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

Meeting: 12th October 2021

With reference to the proposed grant of a further lease of part of Bridgewater Hall, 19/24 Summerhill Parade, Dublin 1

By Agreement dated 3rd December 2015, part of the premises known as Bridgewater Hall, 19/24 Summerhill Parade, Dublin 1, as shown outlined on Map Index No. 13462, was leased by Dublin City Council to Tusla, The Child and Family Agency for a period of 5 years commencing on 1st August 2014 and subject to a rent of €30,000 abated to €2,000 per annum for the provision of community facilities by Neighbourhood Youth Project 2 (N.Y.P.2).

The agreement expired on 31st July 2019 and it is now proposed to grant a new lease of part of Bridgewater Hall, 19/24 Summerhill Parade, Dublin 1 to Tusla, The Child and Family Agency subject to the following terms and conditions:

1. The Lease will be for a period of 5 years commencing on the 1st August 2019.
2. The area to be leased is shown outlined in red and coloured pink on Map Index No.13462.
3. The rent reserved shall be €32,500 (thirty-two thousand and five hundred euro) per annum plus VAT.
4. The said rent shall be abated to €2,000 (two thousand euro) plus VAT per annum provided the premises continues to be used solely by the Neighbourhood Youth Project 2.
5. The rent shall be payable monthly in advance.
6. The Lessee will be required to sign a Deed of Renunciation.
7. The Lessee shall be responsible for fully insuring the premises and shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Lessee shall take out and produce Public Liability Insurance in the sum of €6.4million and Employer Liability Insurance in the sum of €13million for any incident with a recognised Insurance Company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.
8. The Lessee shall be responsible for utilities and all charges applicable to the unit – incl. taxes, rates, etc.

9. The Lessee shall be responsible for the internal repair and upkeep of the property.
10. The Lessee shall keep the premises in good condition and repair during the term of the lease.
11. The Lessee shall not erect any sign or advertisement on the premises without prior approval of the Council.
12. The Lessee shall be responsible for the payment of a service charge in respect of the subject demise which shall be payable directly to the Management Company.
13. The Lessee shall not sell manufacture or permit the consumption of intoxicating liquor in or about the demised premises.
14. On termination 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.
15. The Lessee shall not assign or sublet the premises.
16. The Lease shall be subject to any other terms and conditions as required by the Council's Law Agent.

Paul Clegg

Executive Manager