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**With reference to the proposed grant of a lease in respect of Retail Unit 1A, New Priory, Hole in the Wall Road, Dublin 13.**

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In accordance with the planning permission granted for the New Priory development four retail units were constructed and were recently made available for letting.

The units were advertised for letting by Mason Owen and Lyons, Estate Agents on behalf of Dublin City Council and the Chief Valuer has now reported that agreement has been reached for the proposed letting of Retail Unit 1A, Block 20 to Thomas Roffey trading as Bread Revolution subject to the following terms and conditions which he recommends to be fair and reasonable:

1. That Dublin City Council (the Lessor) will grant to Thomas Roffey t/a Bread Revolution (the Lessee) a ten-year lease which will commence on the day subsequent to the completion and signing of legal documents.
2. That the demised premises comprises the ground floor only of the subject property shown outlined in red and coloured pink on Map Index No. SM-2021-0800. The property has a gross internal area 73.67 sq.m (793 sq.ft) and a formal map.
3. That the rent shall be €24,000 (twenty four thousand euro) per annum plus VAT (if applicable) exclusive of all outgoing and payable quarterly in advance by direct debit mandate.
4. That the Lessee shall pay the Lessor a deposit equating to €8,000 (eight thousand euro) to be held by the landlord for the duration of the lease.
5. That the Lessee shall be granted a rent free period of 3 (three) months from the date of possession and a further 3 (three) months' rent free period at the commencement of Year 2 of the term. For the avoidance of doubt the rent-free period does not apply to the obligation of the Lessee to pay other property costs (Rates, Utilities etc).
6. That the rent shall be reviewed at the end of Year 5 of the lease to market rental value.
7. That the Lessee shall be responsible for all outgoing including rates, charges and fees that may become payable on the subject property during the term of the lease.
8. That the demised premises area is to be used as an artisan bakery and café only. The Lessor shall not permit the demised premises to be used for any other purpose nor be permitted to sell or consume alcohol on the premises.
9. That the Lessee shall be responsible for utilising Bin Store No. 4 adjacent to Block 20 for the proper storage and disposal of waste.

10. That the Lessee shall have the use of one car parking space, numbered as Space No. 39, in the South Basement Car Park and will be provided with one key fob for access to the Car Park.
11. That the Lessee shall request in writing if they wish to carry out any works to the demised premises, subject to approval to by the Lessor. These works will be funded by the Lessee.
12. That the Lessee shall take out and produce to Dublin City Council, Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro), 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.
13. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
14. That the Lessor shall be responsible for the insurance of the structure of the building.
15. That the Lessee shall be responsible for the service charge payable for the property. The current total amounts to €860.91 per annum. The service charges are subject to annual change.
16. That the Lessee shall be responsible for the payment of commercial rates when applicable. The unit has not yet been rated.
17. That the unit shall be handed over in its current condition. For avoidance of doubt the Lessee shall be responsible for all works and fit out to the property including any utility connection fees etc.
18. That the Lessee shall be responsible for any application and costs associated with any planning applications related to the property for signage, change of use etc.
19. That the Lessee will ensure that the highest levels of Health and Safety Standards apply to the use of the demised area and ensure compliance with all relevant legislation.
20. That the Lessee shall be responsible for the repair and maintenance of the demised premises.
21. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
22. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
23. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
24. That prior to or at the termination of the lease the Lessee shall, at its own expense, remove all materials not belonging to the Council and shall leave the demised premises in a clean and tidy condition to the satisfaction of the Council and to bear cost (if any) incurred by the Council in making good any damage caused. A photographic survey will be appended to the lease.
25. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.

26. That the Lessee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience of disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
27. That the Lessee is to notify the Lessor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
28. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
29. That the Lessee shall not assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject premises during the term of the lease.
30. That in the event of the Lessee failing to comply with any of the terms and conditions herein contained, the Council may revoke the lease by giving the Lessee one month's notice in writing.
31. That the Lessee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the lease.
32. That each party shall be responsible for their own fees in this matter.

The property was acquired from the joint liquidators for Laurence O'Mahony and Thomas McFeeley.

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

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

This proposal was approved by the North Central Area Committee at its meeting on 13<sup>th</sup> December 2021.

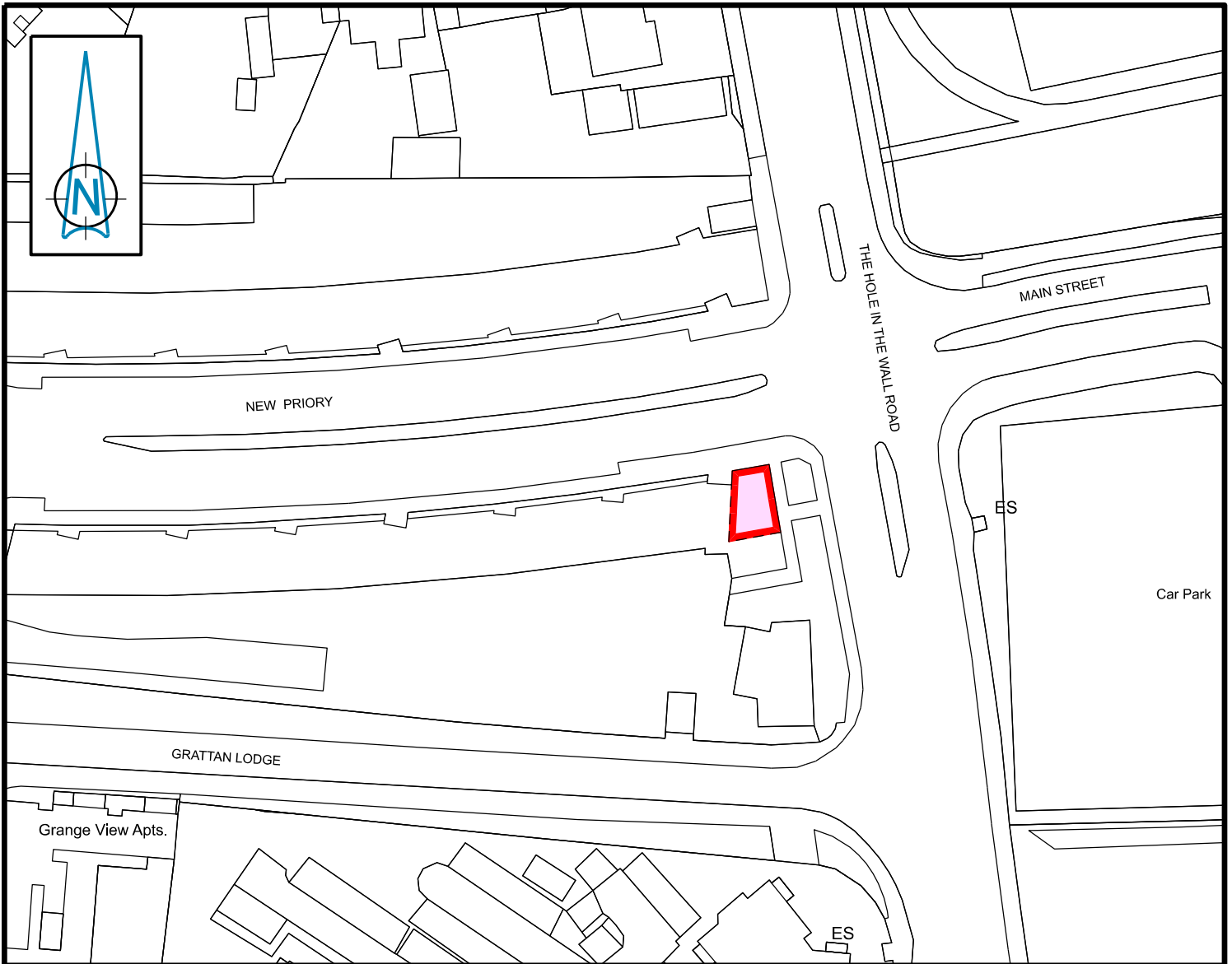
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution:**

That Dublin City Council notes the contents of Report No. 27/2022 and hereby approves the contents therein.

Dated this the 16<sup>th</sup> day of December 2021.

**Paul Clegg**  
**Executive Manager**



**NEW PRIORY - Unit 1A, Block 20**  
 Dublin City Council to Thomas Roffey t/a Bread Revolution  
 Grant of 10 Year Lease  
 Area: 80m<sup>2</sup> (Approx.)



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

<b>O.S REF</b> 3133-03	<b>SCALE</b> 1:1000
<b>DATE</b> 15-12-2021	<b>SURVEYED / PRODUCED BY</b> T. Curran

<b>FILE NO</b>	INDEX No	DWG No	REV
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**Dr JOHN W. FLANAGAN**  
 CEng FIEI FICE  
 CITY ENGINEER

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
 DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE  
 SURVEY, MAPPING AND RELATED RESEARCH APPROVED  
 APPROVED **THOMAS CURRAN**  
 ACTING MANAGER LAND SURVEYING & MAPPING  
 DUBLIN CITY COUNCIL

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