

30th November 2021

**To: The Lord Mayor, Chairperson and Members of
North Central Area Committee**

Meeting: 17th January 2022

Item No.

**With reference to the proposed grant of Lease of the premises 55 Gracefield Road,
Artane, Dublin 5 to Tús Nua Artane Coolock Family Resource Centre Company CLG**

By way of lease dated 10th February 2015 the premises at 55 Gracefield Road, Artane, Dublin 5, shown coloured pink with right of way for access purposes shown yellow on Map Index No. SM2011-0559, was demised by Dublin City Council to Tús Nua Artane Coolock Family Resource Centre CLG (formerly Artane Coolock Resource & Development Centre Limited) for a term of 3 years from 1st October 2013. The lease was subsequently renewed for a further period of 5 years from 1st October 2016 which expired on 30th September 2021.

It is proposed to grant a further lease to Tús Nua Artane Coolock Family Resource Centre CLG subject to the same terms and conditions as the expired agreement and including the terms and conditions set out below:

1. The Lease shall be for a period of 5 years commencing on the 1st October 2021.
2. The site to be leased is at 55 Gracefield Road as outlined in red on Map Index SM2011-0559.
3. The annual market rent reserved shall be the sum of €20,500 (twenty thousand five hundred euro). This rent reserved shall be abated to €3,000 (three thousand euro) per annum in accordance with term 10 "Use" below.
4. The lessee shall be responsible for any V.A.T or other taxes due to the creation of this lease (if applicable).
5. The Lessee will comply at all times with the requirements of the Local Government (Planning and Development Acts 1963-2000, the Planning and Development Act 2000, the Building Control Act 1990, Building Regulations 1991-1994 and the Building Control Regulations 1997 and any amendments or re-enactments currently in force, or to be re-enacted in the future in respect of the said Acts and Regulations.
6. That any signage if permitted shall be subject to Council approval and shall be in accordance with the specifications of the Council.
7. The lessee shall be prohibited from erecting any mast on the demised property.
8. The lessee shall not carry out any alteration or development of the property or erect any structure or make any excavation without the prior written consent of the Council.
9. That the applicant shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution legislation.

10. The demised premises shall be used solely by the lessee for the purposes of a Family Resource Centre. In the event of the demise ceasing to be used for such purposes it shall revert free of charge to the Council or to the appropriate open market yearly rent as determined by the Council's Valuer.
11. The lessee shall be responsible for the internal and external repair and maintenance of the demised property.
12. An authorised Council Official shall be permitted to enter onto the property at any time and view the state and condition of the property and if necessary prepare a schedule of dilapidations and the necessary works (if any) shall be carried out by the Lessee within a reasonable period of time as stated by the Council.
13. 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. In the event that any part of the property is assigned or sublet, the open market yearly rent reserved under the lease shall be payable to the Council.
14. The lessee shall insure and keep insured the property in a sum equivalent to the full replacement value, at all times in the joint names of the Council and the 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 or damage by fire or other cause, the lessee are obliged to reinstate the property and every part thereof to its original state. Or in the alternative in the event of Dublin City Council insuring the property reimburse the Council the proportion of insurance applicable to the percentage of the property occupied by the Lessee.
15. The lessee shall indemnify the Council in respect of any claims for injury or damage to any person or property through the use of the property.
16. The lessee shall be responsible for the payment of all outgoing including rates, charges, fees, electricity bills etc. that may become due on the premises during the period of the lease
17. In the event of the Lessee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Council may revoke this Agreement by giving the Lessees notice in writing to that effect or unless otherwise stated in such Notice, this agreement shall cease immediately upon such Notice having been given.
18. The letting can be terminated by either party on giving the other one month's notice in writing.
19. The lessee will be required to sign a Deed of Renunciation as part of this agreement.
20. The Lessee shall include any amendments and/or other conditions as are deemed appropriate by the Council or Law Agent.
21. Each party shall be responsible for their own costs in this matter.
22. The Council shall retain a right to wayleaves for no consideration, through any lands included in the lease or any related areas.

Paul Clegg

Executive Manager