

21st December 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 a lease in respect of Retail Unit 2, New
Priory, Hole in the Wall Road, Dublin 13.**

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 2, Block 19 to Hanh Dang t/a Castle Nails subject to the following terms and conditions which he recommends to be fair and reasonable:

1. That the Lessor will be prepared to grant a 10 year lease to the Lessee commencing on the subsequent day legal documents are complete and signed.
2. That the demised premises comprises the ground floor only of the subject property shown outlined in red on the attached copy map (Map L1902). The property extends to an area of 43.7sq.m (470 sq.ft) on the ground floor GIA.
3. That the rent shall be €15,000 (fifteen thousand euro) per annum plus VAT (if applicable).
4. That the Lessee shall pay the Lessor a deposit equating to €5,000 (five 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 months from the date of possession.

For the avoidance of doubt the rent-free period does not apply to the obligations to pay other property costs (Rates, utilities etc).

6. That the rent shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
7. That the rent shall be reviewed at the end of Year 5 of the lease to market rental value.
8. That the Lessee shall be responsible for all outgoings including rates, charges and fees that may become payable on the subject property during the term of the lease.

9. That the demised premises area is to be used as a nail salon only. The Lessor shall not permit the demised premises to be used for any other purposes nor be permitted to sell or consume alcohol on the premises.
10. That the Lessee shall be responsible for utilising bin store 4 highlighted on the attached plan and for the proper storage and disposal of waste.
11. That the Lessee shall have the use of one car parking space, numbered as Space No. 25, in the South Basement Car Park. The car park shall be access by way of a fob.
12. 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.
13. 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.
14. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
15. That the Lessor shall be responsible for the insurance of the structure.
16. That the Lessee shall be responsible for the service charge payable for the property. The current service charge total amounts to €583.45 per annum. The service charges are subject to annual change.
17. That the Lessee shall be responsible for the payment of rates when applicable. The unit has not yet been rated.
18. 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 connection fees etc.
19. 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.
20. 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.
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 or 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 responsible for the repair and maintenance of the demised premises.
29. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
30. 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.
31. 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.
32. 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.
33. That each party shall be responsible for their own fees in this matter.
34. That the above proposal is subject to the necessary consents and approvals being obtained.

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.

Paul Clegg

22/12/2021

Acting Assistant Chief Executive

Date