

**To: The Chairman and Members of
The South-East Area Committee**

Meeting: 9th May 2022.
Item No.

With reference to the proposed grant of a lease of the premises known as 20 Wicklow Street, Dublin 2 to Essential Foods Limited t/a Cornucopia

Under Indenture of Lease dated 9th November 1999, the premises at 20 Wicklow Street, Dublin 2, shown outlined in yellow on Map Index SM-2020-0539, was demised by Dublin City Council to Eugene Hayes t/a The Sheepskin Shop for a term of 25 years from the 25th March 1995 with rent reviews every 5 years. The current lessee is Essential Foods Limited t/a Cornucopia at a rent of €105,000 per annum. This lease expired on the 24th March 2020.

Essential Foods Limited t/a Cornucopia have sought a further lease of the premises at 20 Wicklow Street, Dublin 2. Terms and Conditions have been agreed with Essential Foods Limited t/a Cornucopia which the Chief Valuer recommends for acceptance. It is now proposed to grant a further lease to Essential Foods Limited t/a Cornucopia, subject to the same terms and conditions as the expired agreement and the terms and conditions set out below:

1. That the Lessee "Essential Foods Limited" t/a Cornucopia has been in occupation of the property 20 Wicklow Street by way of an assignment since 2nd February 2006 under a 25 year lease from Dublin City Council with a lease commencement date of 25th March 1995, this lease has now expired.
2. That the Lessor will be prepared to grant a 15 year lease to the Lessee commencing on 25th March 2020, subject to five yearly rent reviews.
3. That the demised premises comprises of the subject property shown outlined in yellow on Map Index SM-2020-0539.
4. That the rent shall be stepped over five years as follows:
Year 1 €105,000pa (one hundred and five thousand euro) plus VAT (if applicable)
Year 2 €105,000pa (one hundred and five thousand euro) plus VAT (if applicable)
Year 3 €107,500pa (one hundred seven thousand five hundred euro) plus VAT (if applicable)
Year 4 €110,000pa (one hundred and ten thousand euro) plus VAT (if applicable)
Year 5 €115,000pa (one hundred and fifteen thousand euro) plus VAT (if applicable)
5. That the rent shall be exclusive of all outgoing and payable quarterly in advance by direct debit mandate.
6. That the rent shall be reviewed at the end of Year 5 and at the end of Year 10 of the lease to market rental value.
7. That the Lessee shall be responsible for all outgoing including rates, charges, fees and refuse charges that may become payable on the subject property during the term of the lease.
8. That the demised premises is to be used as a restaurant only. The Lessor shall not permit the demised premises to be used for any other purposes and the sale of alcohol, if permitted, is restricted to the terms of the restaurant licence. For avoidance of doubt, the licence shall be the responsibility of the Tenant.
9. That the Lessee shall request in writing if they wish to carry out any works to the demised premises, subject to approval by the Lessor. These works will be funded by the Lessee.

10. 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.
11. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
12. That the Lessor shall be responsible for the insurance of the structure.
13. 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.
14. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
15. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
16. 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.
17. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
18. 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.
19. 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.
20. That the Lessee shall be responsible for the repair and maintenance of the demised premises.
21. That the Lessee is not to impede or interfere in any respect whatsoever with the Lessor in the exercise of its right to exclusive possession of the premises which is subject only to the rights of the Lessee hereunder.
22. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
23. 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, without written landlord consent.
24. 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.
25. 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.
26. That each party shall be responsible for their own fees in this matter.
27. That the lease is subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

Paul Clegg

Executive Manager