



With reference to the proposed grant of a lease of the basement (part of) No. 15 St. Stephen's Green, Dublin 2

By way of Agreement dated 27th February 2014 the Basement of No. 15 St. Stephen's Green, Dublin 2 was let by Dublin City Council to Hatch and Sons Food Emporium Limited for use as a restaurant and food emporium for a term of 3 years from 29th September 2013 subject to an initial annual rent of €50,000 per annum increasing to €60,000 per annum in year 3.

The current Agreement is due to expire on 28th September 2016 and it is now proposed to grant a further lease in the basement of No. 15 St Stephens Green, Dublin 2 to Hatch and sons Food Emporium Limited subject to the following terms and conditions:

1. That the lessee shall enter into a lease agreement with Dublin City Council for the use of the basement at No. 15 St. Stephen's Green, Dublin 2 (part of).
2. That the area to be demised is more particularly outlined red and coloured pink on Map Index No. SM2013-0754 with shared access to the areas coloured blue. The Comms Room may be used for the purpose of dry storage only with shared access. It will exclude the meter board area.
3. That the lease shall be for a term of 5 years commencing on 29th September 2016.
4. That the rent shall be €75,000 (seventy five thousand euro) per annum.
5. That the rent shall be paid quarterly in advance.
6. That the lessee must sign a renunciation form prior to the signing of contracts.
7. That the majority of food preparation shall be carried out off-site.
8. That the sale of wine and beer under the lessee's wine retailer's on-licence and restaurant certificate, together with the limited sale of artisan type retail goods, complementary to the restaurant use, shall be permitted
9. That the lessee shall use the premises for the permitted use only as set out at 8 above, and shall at a minimum, open the premises for 7 days per week at suitable hours to meet public demand.
10. That the lessee shall pay all utilities, waste disposal and all charges applicable to the premises – incl. taxes etc.
11. That any rates apportioned on the property shall be payable by the lessee directly to the Rates Office.

12. That 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 and surrounding area/curtilage. The lessee shall take out and produce Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employer 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 keep the premises in good condition and repair during the term of the lease.
14. That 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.
15. That the lease can be terminated by either party giving six months notice in writing.
16. That upon expiration or sooner determination 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.
17. That each party shall be responsible for their own professional fees in this matter.
18. That the lease shall contain all the covenants and conditions normally contained in City Council leases of this nature and any other terms and conditions deemed appropriate by the Council's Law Agent.
19. That the above proposal is subject to the necessary consents and approvals being obtained.

The premises proposed to be disposed of is City Estate.

The proposed disposal shall be subject to such conditions as to title to be furnished, as the Law Agent in his discretion shall stipulate.

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

This proposal was approved by the South East Area Committee at its meeting on the 11th July 2016.

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

Dated this the 29th day of July 2016.

Paul Clegg
A/Assistant Chief Executive