



---

**With reference to the proposed grant of new Lease of the Kiosk Unit, Drury Street Car Park, Dublin 2 to Restaurant Investment Limited t/a Amy Austin**

---

Under Indenture of Lease dated the 17<sup>th</sup> October 2017, The Kiosk Unit, Drury Street Car Park, Dublin 2 as shown outlined in red on Map Index No. SM -2022-0301 was demised by Dublin City Council to Restaurant Investment Limited for a term of 5 years from the 28<sup>th</sup> December 2017, subject to an annual rent of €16,000 per annum

The Lease expires on the 27<sup>th</sup> December 2022 and the Lessee has requested a new Lease agreement.

Accordingly it is now proposed to grant a new Lease to Restaurant Investment Limited t/a Amy Austin for the Kiosk Unit, Drury Street Car Park, Dublin 2, subject to the following terms and conditions which the Chief Valuer considers to be fair and reasonable:

1. That Dublin City Council will be prepared to grant a 5 year lease to the Lessee commencing on 28<sup>th</sup> December 2022.
2. That the demised premises comprises a ground floor unit of the subject property shown outlined in red on the attached map SM-2022-0301.
3. That the rent shall be stepped over five years as follows:  
  
Year 1 €16,000 (sixteen thousand euro) per annum.  
Year 2 €17,000 (seventeen thousand euro) per annum.  
Year 3 - 4 €18,000 (eighteen thousand euro) per annum.  
Year 5 €20,000 (twenty thousand euro) per annum.
4. That the rent shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
5. That the Lessee shall be responsible for all outgoings including rates, charges, fees and refuse charges that may become payable on the subject property during the term of the lease.
6. 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.
7. 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, if approved, will be funded by the Lessee.
8. 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.

9. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
10. That the Lessor shall be responsible for the insurance of the structure.
11. 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.
12. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
13. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
14. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
15. That prior 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.
16. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
17. 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.
18. 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.
- 19.
20. 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.
21. That the Lessee shall be responsible for the repair and maintenance of the demised premises.
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.
24. That the Lessee shall be responsible for the payment of any taxes or charges which might fall due from the creation of the lease.
25. That each party shall be responsible for their own fees in this matter.
26. That the lease shall include any other conditions as deemed appropriate by the Law Agent.

The site to be disposed of was acquired in fee simple from M.E.P.C, The Norwich Union Insurance Society & Twilton Investments Limited in 1980.

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 12<sup>th</sup> December 2022.

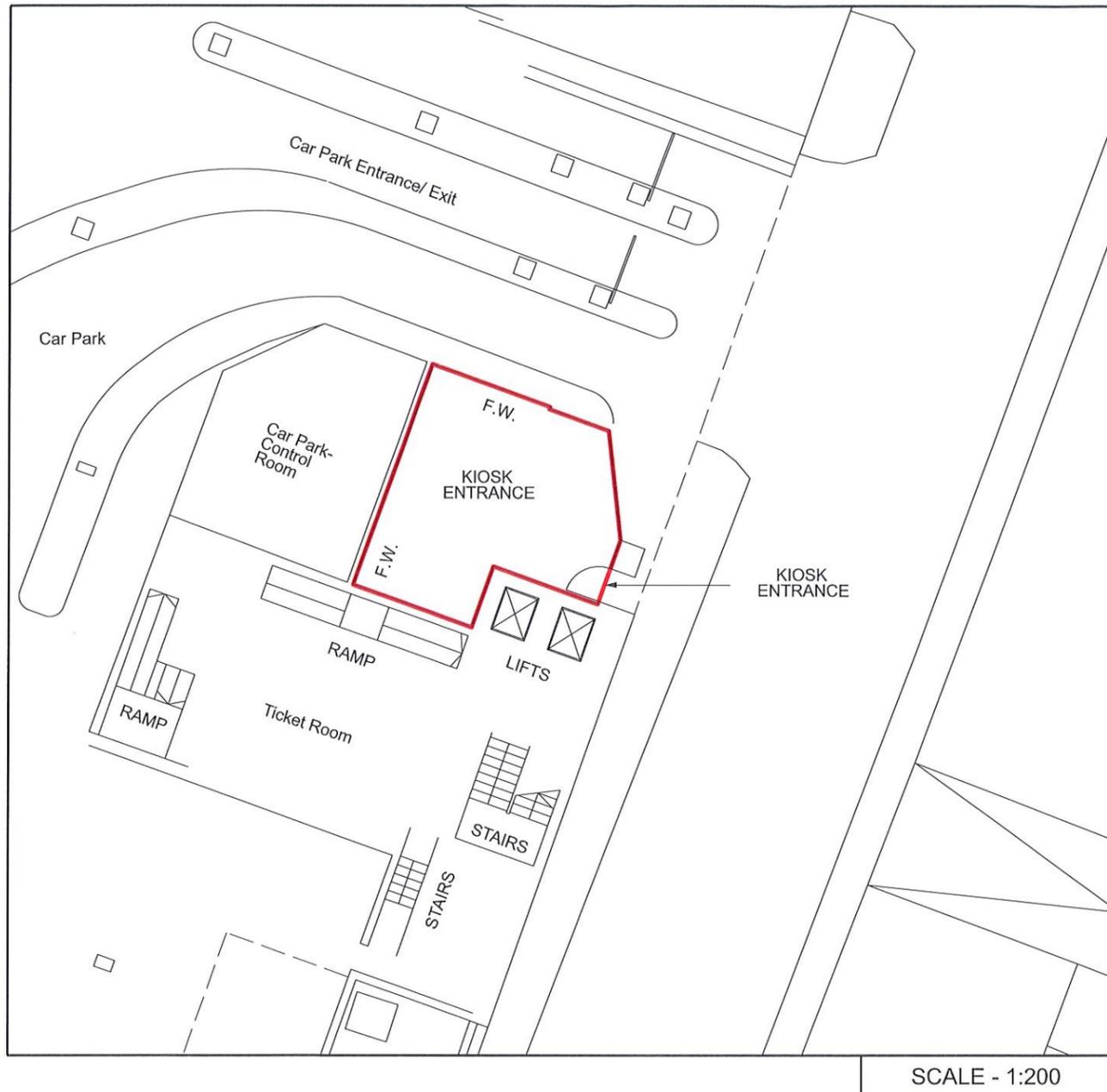
This report is submitted in accordance with the provisions of Section 183 of the Local Government Act, 2001.

**Resolution:**

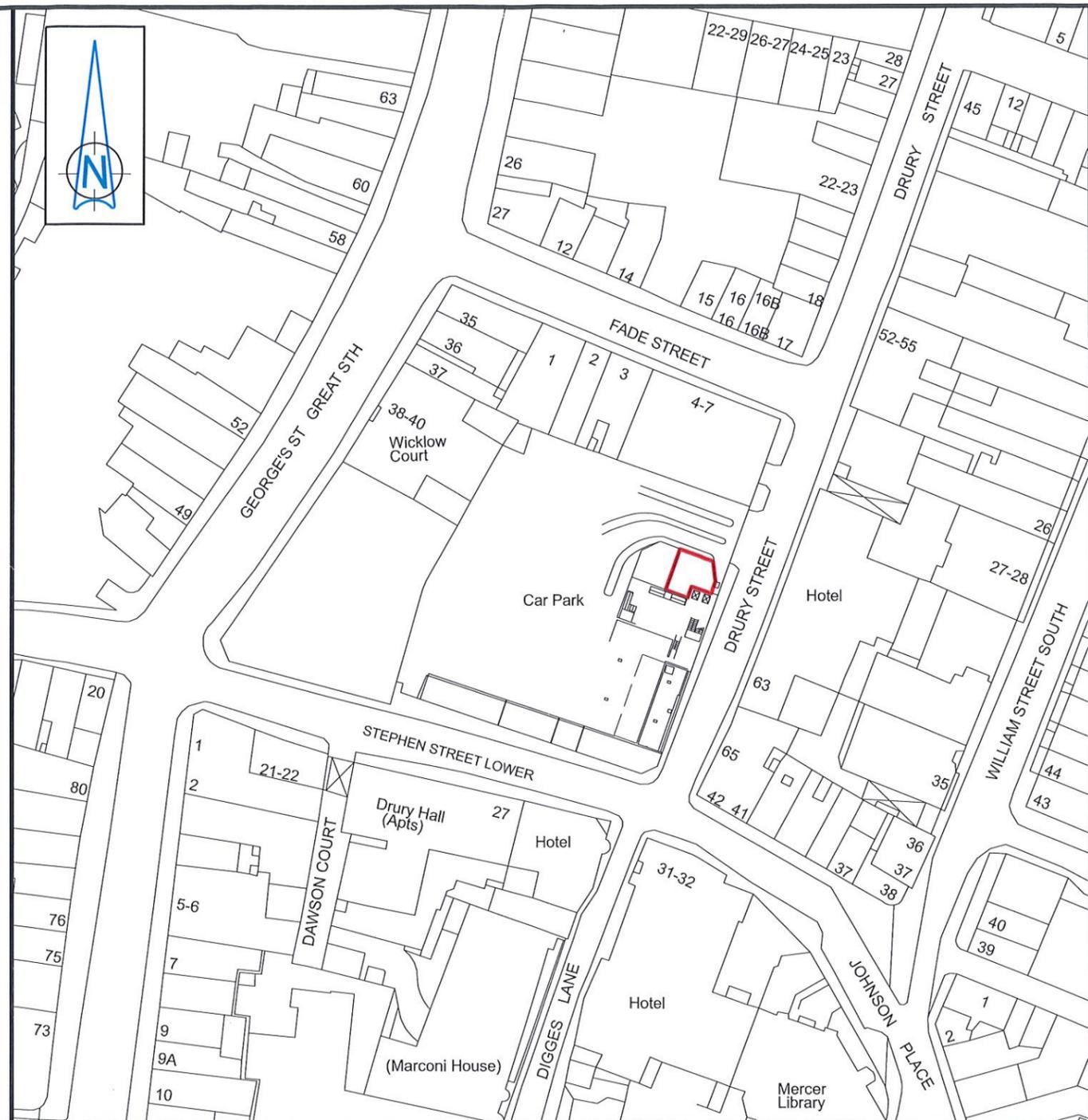
That Dublin City Council notes the contents of this report and assents to the proposal outlined therein.

Dated this the 19<sup>th</sup> day of December 2022.

**Máire Igoe**  
**A/Executive Manager**



SCALE - 1:200



### DRURY STREET (CAR PARK) - Kiosk Unit

Dublin City Council to Restaurant Investments Limited

Grant of 5 Year Lease

Area 49.8m<sup>2</sup>


 Comhairle Cathrach  
 Bhaile Átha Cliath  
 Dublin City Council

**An Roinn Comhshaoil agus Iompair**  
**Rannán Suirbhéireachta agus Léarscáilthe**  
 Environment and Transportation Department  
 Survey and Mapping Division

<b>O.S REF</b> 3263-15, -20	<b>SCALE</b> 1:1000
<b>DATE</b> 16-06-2022	<b>SURVEYED / PRODUCED BY</b> D.White

<b>FILE NO</b>	INDEX No	DWG No	REV
F:\SM-2022-0301 - 001 - A.dgn			

**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

**INDEX No.**  
**SM-2022-0301**