

**The Chairman and Members of  
North West Area Committee.**

**Meeting: 18<sup>th</sup> April 2023**

**Item No: 8**

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**With reference to the proposed grant of lease of The Boiler House, Ballymun Road, Ballymun, Dublin 9.**

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The Boiler House, Ballymun Road, Ballymun, Dublin 9, which formerly supplied heat and water to flat complexes in Ballymun, is now a repurposed, multi-use eco-friendly premises operating as The Rediscovery Centre.

The repurposing project was a collaborative undertaking between Dublin City Council and The Rediscovery Centre CLG, with part funding from the EU LIFE programme.

Since 2017, and as intended as part of the repurposing project, The Rediscovery Centre CLG has been in occupation of the premises and currently delivers and operates environmentally based projects and services. In order to regularise the occupancy, it is proposed to grant The Rediscovery Centre CLG a lease of the premises, subject to the following terms and conditions.

1. That the demised premises is shown outlined in red on attached map SM-2020-0285 and comprises all buildings and structures but excludes the chimney. The demised premises also includes all plant and equipment, all fixtures and fittings both internal and external and all site areas. The tenant shall accept the demised premises in its current condition and a schedule of condition report shall be attached to the lease.
2. That the lease shall be for a term of ten years commencing on the 1<sup>st</sup> October 2020.
3. That the permitted use of the demised premises shall be that of an environmental education centre with associated retail, workshop, café and exhibition use.
4. That the commercial rent for the first five years of the term shall be €140,000 (one hundred & forty thousand euro) plus VAT (if applicable) per annum. As the tenant has charitable status and provides educational services to the local community, the tenant shall pay an abated rent of €500 (five hundred euro) plus VAT (if applicable) per annum, payable quarterly in advance by standing order or electronic funds transfer.
5. That the commercial rent shall be subject to review at the end of year five by reference to variations in the consumer price index between the relevant dates i.e. lease commencement date and the rent review date.

6. That the abated rent shall be reviewed at the end of year five by review of annual accounts for the proceeding five year period and Dublin City Council, as landlord, reserves the right to increase or decrease the abated rent accordingly.
7. That the abated rent is strictly personal to the tenant and shall not apply to any assignee.
8. That the lease shall contain a tenant break option at the end of year five, which will be subject to six months prior written notice.
9. That the tenant shall be responsible for internally repairing the demised premises (including all buildings and structures) and all glass. In addition the tenant will be responsible for maintaining and repairing all external site areas, all external fittings including inter alia green roofs, rain water goods, boundary railings, yard areas, parking, walkways and stairs plus cleaning and painting both internally and externally. The tenant will be responsible for the maintenance of the filtration system and reed bed concrete tanks.

For the avoidance of doubt this repairing covenant excludes the chimney. The tenant will submit annual maintenance reports to Dublin City Council's Property Management Section at the end of every 12 month period.

10. That Dublin City Council, as landlord, shall be responsible for repairing the demised structures. The tenant must notify Dublin City Council immediately of any damages to the demised structures. The tenant shall be responsible for any costs incurred by Dublin City Council as a result of any damage caused to the demised premises by the tenant.
11. That the tenant shall be responsible for all plant maintenance, repair and replacement including all conduits.
12. That the tenant will be responsible for the maintenance and repair of the lift. Dublin City Council, as landlord, will be responsible for the replacement of the lift.
13. That Dublin City Council, as landlord, shall be responsible for insuring the demised premises and lift and the tenant will reimburse Dublin City Council the insurance charge.
14. That the tenant shall be responsible for the payment of rates, utilities, taxes and all other charges for the demised premises.
15. That the tenant shall not assign or sublet the demised premises or any part thereof without the prior written consent of Dublin City Council, as landlord. In the event that an assignment or subletting is to a commercial operator then the commercial rent (at 4 above) shall apply. This clause excludes daily room hire to third parties for presentations and workshops.
16. That the tenant shall not permit encroachment on any part of the demised premises to occur.
17. That in the event of the tenant ceasing to exist, Dublin City Council, as landlord, reserves the right to terminate the lease and take possession of the demised premises.

18. The tenant shall not carry out any structural alterations or change any uses without the prior written consent of Dublin City Council, as landlord.
19. That the tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. The tenant shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
20. That the tenant shall sign a Deed of Renunciation prior to the granting of this lease.
21. That the tenant shall be responsible for the payment of any stamp duty and VAT liability that may arise on the creation of this lease.
22. That the tenant shall ensure that its use and occupation of the demised premises complies with all required statutory consents.
23. That the tenant shall provide educational services to the local schools and community groups at no cost in accordance with Dublin City Council's Social Regeneration Service Level Agreement or alternative agreement in absence of this Service Level Agreement.
24. That each party shall be responsible for their own fees and costs incurred in this matter.
25. That the lease agreement shall contain covenants and conditions as normally contained in agreements of this type.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

**Máire Igoe**  
**Acting Executive Manager**

**Date: 04/04/2023**