
Grant of lease of Unit 3, Shangan Neighbourhood Centre, Ballymun, Dublin 9.

An application has been received from Star Project Ballymun CLG for the use of Unit 3, Shangan Neighbourhood Centre, Ballymun, Dublin 9 in connection with its community, youth and family support activities.

Terms and conditions have now been agreed with Star Project Ballymun CLG in respect of the grant of a ten year lease of Unit 3 which is shown outlined in red and coloured pink on attached Map Index No.SM-2022-0537.

It is therefore proposed that a lease be granted to Star Project Ballymun CLG subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the demised property comprises Unit 3, Shangan Neighbourhood Centre, which is a self-contained ground floor retail unit shown outlined in red and coloured pink on attached Map Index No.SM-2022-0537.
2. That the lease shall be for a term of ten (10) years commencing as soon as practically possible.
3. That the subject premises shall be used solely as a community, youth and family support facility on non-profitable basis.
4. That, if required, the proposed tenant shall lodge a Planning Application in respect of the subject unit use, at their own cost, with the consent of Dublin City Council, within four weeks of Council approval, or as soon as practically possible on a date mutually agreed between the parties. The tenant shall be permitted to lodge one planning application only (if planning permission required).
5. That all fit out works shall be agreed in writing with the Council's Architect prior to the commencement of such works.
6. That the tenant shall carry out all fit out works at its own cost and that all fit out works and use of the property shall comply with all necessary statutory consents.
7. That the commercial rent for the first five years of the term shall be €14,000 (fourteen thousand euro [no VAT is applicable]) per annum. The Tenant shall pay an abated rent of €200 (two hundred euro [no Vat is applicable]) per annum for the first five years of the term, payable quarterly in advance by standing order or electronic funds transfer, provided that the user clause at Term 3 above is complied with.
8. That the commercial rent and the abated rent shall be subject to review at the end of year five.

9. That there is a mutual break option at the end of year two (2), five (5) and seven (7) of the lease, subject to six months' notice in writing, no penalties will apply.
10. That the Tenant shall be responsible for fully repairing and insuring the demised property including all glass windows and doors.
11. That the Tenant shall be responsible for the payment of rates, service charges, utilities, taxes and all other charges for the demised property.
12. That the Tenant shall not assign or sublet the demised property or any part thereof without the prior written consent of Dublin City Council.
13. That the tenant shall respect the right to quiet enjoyment of the residential units located in the Neighbourhood Centre.
14. That the abated rent is strictly personal to the tenant and shall not apply to any assignee.
15. That in the event of the Tenant ceasing to exist, Dublin City Council reserves the right to terminate the lease and take possession of the demised property. In the event that a sub tenant ceases to exist, the Council reserves the right to terminate the sub lease and take possession of the demise.
16. That the Tenant shall not carry out any structural alterations without the prior written consent of Dublin City Council.
17. That the Tenant shall indemnify Dublin City Council against any and all claims arising from its use of the demised property. The Tenant shall hold Public Liability Insurance (minimum of €6.7 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
18. That the Tenant shall sign a Deed of Renunciation prior to the granting of this lease.
19. That the Tenant shall be responsible for the payment of any Stamp Duty that may arise on the creation of this lease.
20. That each party shall be responsible for their own fees and costs incurred in this matter.
21. The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

The property to be leased is comprised within Shangan Neighbourhood Centre, which was built on property acquired from the Representatives of Elizabeth Collins (Deceased) in 1977 and from UCD in 1979.

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

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.

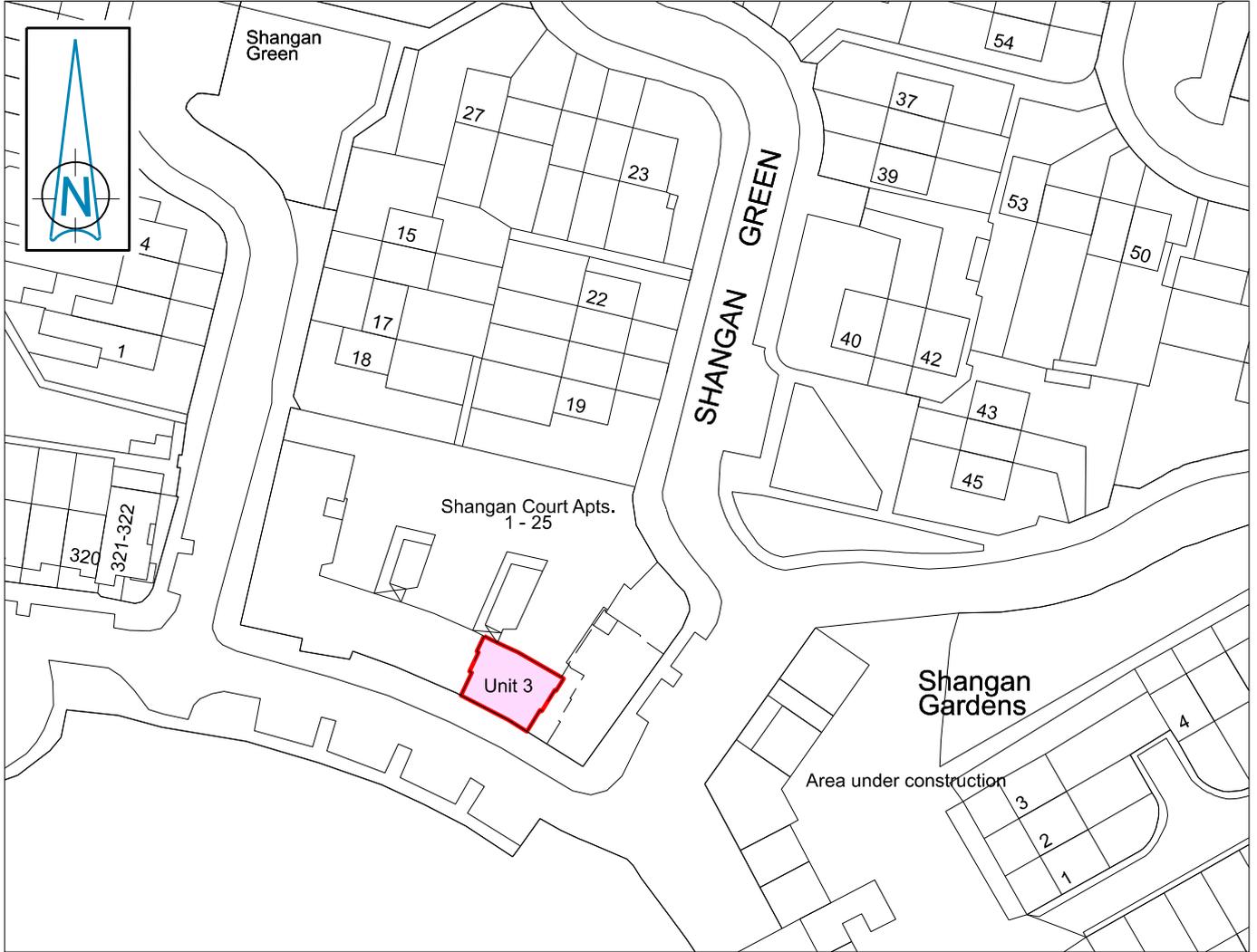
This proposal was approved by the North West Area Committee at its meeting on 20th June 2023.

This report is submitted in accordance with the requirements 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”.

Máire Igoe
A/Executive Manager
21st August 2023



SHANGAN NEIGHBOURHOOD CENTRE, SHANGAN ROAD, BALLYMUN, DUBLIN 9 - Unit 3

Dublin City Council to Star Project Ballymun CLG

Grant of 10 year lease

Area 116.0 sq. metres approx.



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

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

O.S REF
3131-15,3132-11

SCALE
1-1000 @ A4

DATE
25-01-2023

**SURVEYED /
PRODUCED BY**
PMcGinn

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INDEX No

DWG No

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED

THOMAS CURRAN

ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.

SM-2022-0537

Rev. B

Dr JOHN W. FLANAGAN
CEng FIEI FICE
CITY ENGINEER