

The Chairman and Members of
North West Area Committee.

Planning and Property Department

Meeting: 20th February 2024

Item No: 10

With reference to the proposed grant of a Short Term Business Letting Agreement in Unit 1A Shangan Neighbourhood Centre, Ballymun, Dublin 11.

The North West Meeting of 21st December 2021, agreed the grant of a 3 Year Short Term Business Letting to Ballymun Law Centre, Shangan Neighbourhood Centre, Dublin 11, to Ballymun Community Law Centre CLG, as shown outlined in red on Map Index No. SM-2019-0373.

The City Council meeting of 7th February 2022, approved the grant of a 3 Year Short Term Business Letting for Unit 1A, Shangan Neighbourhood Centre, Ballymun, Dublin 11, Report Number 47/2022 refers, from 23rd January 2021 until 22nd January 2024. Ballymun Community Law Centre CLG has remained in occupation.

The legalities of this Short Term Business Agreement have not yet been completed. Given the period of time, which has since lapsed, the recommendation from the Law Agent is to increase the letting from a 3 Year Short Term Business Letting to a 5 Year Short Term Business Letting until 22nd January 2026. Ballymun Community Law Centre CLG have agreed to the revised term.

Therefore it is proposed to increase the letting from a 3 year Short Term Business Letting to a 5 Year Short Term Business letting expiring 22nd January 2026. All the other terms and conditions remain as follows:

1. That the subject property comprises a self-contained ground and first floor office, Unit No. 1A located in Shangan Neighbourhood Centre, Ballymun, Dublin 9. The property is shown outlined in red and shaded pink on attached copy map Index No. SM-2019-0373.
2. That Dublin City Council shall grant a five year Short Term Business Letting commencing on 23rd January 2021 to Ballymun Community Law Centre CLG.
3. That the subject property shall be used solely as a community law centre on a non-profit basis.
4. That the commercial rent shall be in the sum of €20,000 (twenty thousand euro) per annum, but shall be abated to €1,000 (one thousand euro) per annum, VAT not applicable, provided the premises is used solely as a community law centre on a non-profit basis.
5. The rent shall be payable monthly in advance by electronic funds transfer.
6. That the Tenant shall be responsible for the payment of service charges. The amount shall be determined by the management company and the Tenant shall enter into a standing order agreement for the payment of same.
7. That the Tenant shall be responsible for all other outgoings associated with its use of the subject property including inter alia: taxes, rates, utilities and waste disposal.

8. That the Tenant shall not assign, sublet or part with possession of the property or part thereof.
9. That the Tenant 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. The Tenant shall take out and produce Public Liability Insurance to the sum of €6.5million and Employer Liability Insurance in the sum of €13 million for any incident with an insurance company authorised by the Central Bank of Ireland to operate in the Republic of Ireland and the policy shall indemnify the Council against all liability as owner of the property.
10. That the Tenant shall be responsible for keeping the property in good order and repair internally and for maintaining all plate glass and exterior fittings thereto.
11. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
12. That the Tenant shall not erect any sign or advertisement on the premises without Landlord consent.
13. That the Tenant shall not carry out any structural alterations to the property without prior written consent from the Landlord.
14. That upon expiry of the Agreement, the Tenant 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 Council.
15. That the Tenant shall sign a Renunciation of Rights to a New Tenancy.
16. That each party shall be responsible for their own fees and costs in this matter.
- 17.

The property to be leased is located on land which was acquired by Dublin City Council from UCD in 1979.

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

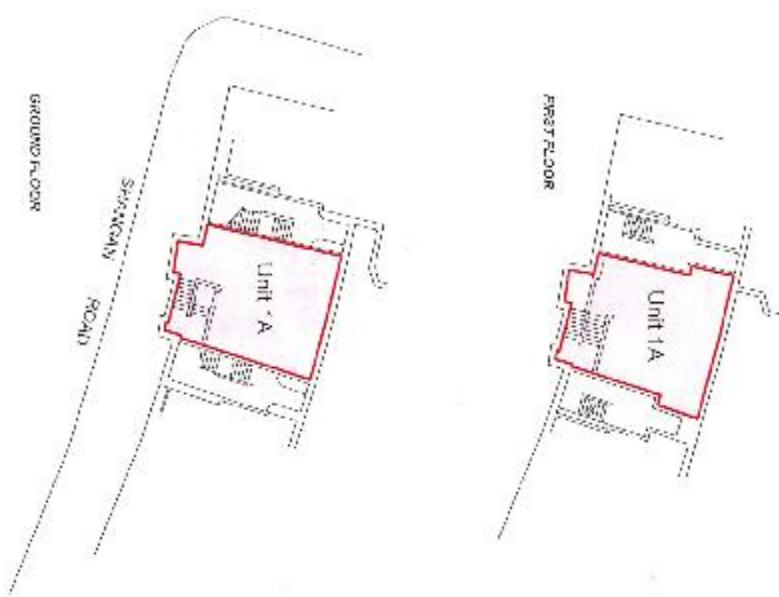
The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

Máire Igoe

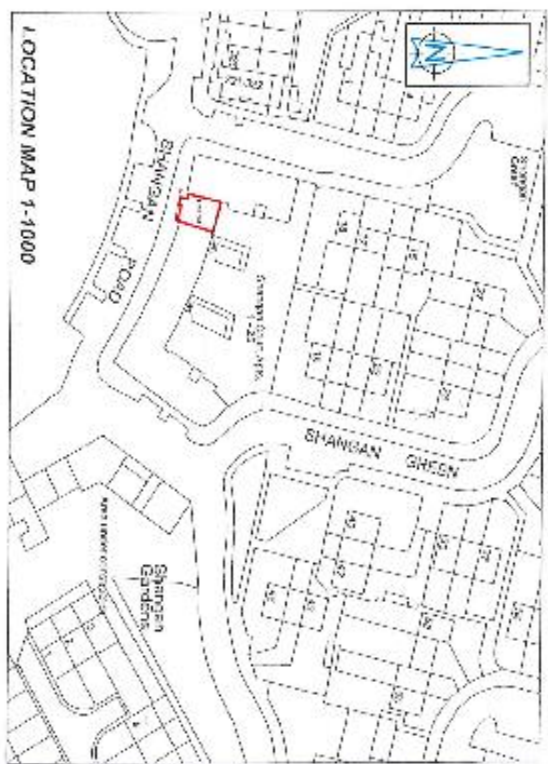
A/Executive Manager

08/02/2024

Date



SCALE 1:250



LOCATION MAP 1-1000

SHANGAN NEIGHBOURHOOD CENTRE, SHANGAN ROAD, BALLYMENA, DUBLIN 15 - UNIT 1A
 Dublin City Council to Dublin City Community Law Centre 12/16
 Grant of short term business letting agreement

<p>Comhairle Ceannas Bialla Aithe Ceann Dublin City Council</p>	<p>An Roinn Comhairle agus Iorpar Rannán Suidhreachta agus Léarscáltha Environment and Transportation Department Survey and Mapping Division</p>	
	<p>O.S. REF: 713446.2132.14 DATE: 05-20-2019</p>	<p>SCALE: 1:1000 1:250 SWM: SWM SUPPORTING/ POINT TO POINT: PMS (SWM)</p>
<p>DR JOHN W. FLANNAGAN CLIFFHILL FICE CITY ENGINEER</p>	<p>APPROVED: THOMAS CUBRAN CLIFFHILL FICE CLIFFHILL FICE</p>	<p>INDEX NO. SM-2019-0373</p>

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