



9th July 2024

**To: The Chairman and Members of
South Central Area Committee**

Meeting: 17th July 2024

Item No.

**With reference to the proposed grant of Short Term Business letting for Enterprise Unit
41 St Antony's Road Dublin 8 to Enable Ireland Disability Services CLG**

Enable Ireland Disability Services CLG is a nationwide provider of supports for children and adults with physical and intellectual disabilities. These services include clinical assessments, therapy, family supports, as well as residential and respite care.

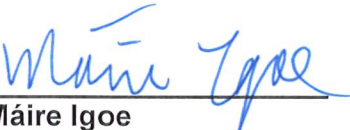
Enable Ireland Disability Services CLG have occupied Enterprise Unit 41 St Anthony's Road Dublin 8 under various Licence agreements since 1st October 2018. The most recent 11 month licence expired on 31st August 2020.

After prolonged negotiations, it is now proposed to grant a four years nine months short term business letting agreement in respect of Enterprise Unit 41 St. Anthony's Road Dublin 8 to Enable Ireland Disability Services CLG as shown outlined red on the attached map index number SM-2024-0110 subject to the following terms and conditions:

1. That the subject premises 41 Saint Anthony's Road with an area of 194 sq. m. or thereabouts is shown outlined in red on the attached map Index No. SM-2024-0110.
2. That the short term business letting shall be for a period of four years and nine months commencing on the 1st February 2024.
3. That the subject property shall be used solely by Enable Ireland for the delivery of their services to children and adults with disabilities and their families.
4. That the market rent is €35,000 (thirty five thousand euro) per annum, plus VAT at 23% €43,050 (forty three thousand zero hundred and fifty euro).
5. That the rent shall be abated to €29,000 (twenty nine thousand euro) per annum, plus VAT at 23% €35,670 (thirty five thousand six hundred and seventy euro) if the property is used solely by Enable Ireland for the delivery of their services to children and adults with disabilities and their families.
6. That the rent shall be payable monthly in advance.
7. That the Tenant shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises without prior consent of the council.
8. That the Tenant shall be responsible for all outgoing, inclusive of VAT associated with its use of the subject property including inter alia rates, taxes, utilities, service charges and any other charges including building insurance cost.

9. That the Tenant will be responsible for the payment of any service charges attributable to the property. The service charges will be paid upfront at the commencement date.
10. That the Tenant shall be responsible for the internal repair, upkeep and maintenance of the property, including windows, doors and all plate glass. Any necessary structural repairs shall only be undertaken in consultation with, and with the written approval of Dublin City Council.
11. That the Tenant shall be responsible for fully insuring the premises and shall indemnify the 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 €6.5 million 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.
12. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
13. That upon expiry of the short term business letting, 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.
14. That the Tenant shall sign a Deed of Renunciation.
15. That the short term business letting shall be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
16. That each party shall be responsible for their own fees and costs in this matter.
17. That this proposal is subject to the necessary approvals and consents being obtained.

The Land Development Agency has decided not to acquire the land for the purposes of section 53(4) of the Land Development Agency Act, 2021 and has notified the Council in writing to this effect.


Máire Igoe
A/Executive Manager

Date 09/07/2024