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**Grant of a 10 year Lease of a Café Unit at the junction of Fenian Street/Holles Street,  
Dublin 2 to Ashurst Supplies Limited t/a Gerard's Deli.**

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The Café Unit is a ground floor unit, at the corner of Fenian Street and Holles Street. It was formerly Lolly & Cooks, they ceased trading during the Covid pandemic and the lease agreement was surrendered to the City Council in 2021; Managers Order D146 dated 19<sup>th</sup> May 2021 refers. The unit was subsequently marketed and agreement has now been reached with the successful applicant, Ashurst Supplies Limited t/a Gerards Deli, for a 10 year lease agreement of the premises subject to the following terms and conditions which the City Valuer considers fair and reasonable:

1. That the demised premises comprises of the ground floor only of the subject property shown outlined in red on the attached map SM-2023-0532. The property extends to an area of 66 sq.m (710 sq.ft) GIA.
2. That the Lessor will be prepared to grant a 10 year lease to Ashurst Supplies Ltd t/a Gerards Deli (the Lessee) commencing on the date of possession.
3. That the rent shall be €32,000 (thirty two thousand euro) per annum. VAT will not apply.
4. That the Lessee shall have an option to break at the end of Year 6 subject to 6 months written notice. No penalty shall apply. The break option is personal to the Lessee and will be documented by way of a side letter.
5. That the Lessee shall be granted a rent free period of 6 months from the date of possession. For the avoidance of doubt, the rent-free period does not apply to the obligations to pay other property costs (Rates, Utilities etc). The Lessor will also require 3 months' rent up front from the Lease Commencement Date.
6. That the rent shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate. i.e the Lessee shall be responsible for all rates, charges and fees that may become payable on the subject property during the term of the lease.
7. That the rent shall be reviewed at the end of Year 5 to market rental value and can be initiated by either party.
8. That the demised premises area is to be used as a high quality cafe. The Lessor shall not permit the demised premises to be used for any other purposes. The Lessee shall ensure any deliveries/collections from the premises do not cause any nuisance to adjoining occupiers or residences.
9. 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 will be funded by the Lessee.

10. 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 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.
11. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
12. That the Lessor shall be responsible for the insurance of the structure and the Lessee shall reimburse the Lessor of the cost of same.
13. That the Lessee shall be responsible for the payment of rates from the Possession Date.
14. That the unit shall be handed over in its current condition. For avoidance of doubt the Lessee shall be responsible for all works and fit-out to the property including any connection fees etc.
15. That the Lessee's fit-out is subject to the prior written approval of the Lessor and compliance with all statutory regulations. The Lessee will be required to submit to the Lessor detailed fit out proposals in order to obtain Lessor's approval for proposed fit-out. During the fit-out period, the Lessee to put in place all risks and public liability insurance and satisfactory evidence of fit out insurance. The lessee will be responsible for Fire Safety Certification and Disability Access Certification (DAC).
16. That the Lessee shall be responsible for any application and costs associated with any planning applications related to the property for signage, change of use etc.
17. 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.
18. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
19. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
20. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
21. 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 the cost (if any) incurred by the Council in making good any damage caused. The property is to be handed back in similar condition to handover. The Lessor may elect for the Lessee to leave their fit-out in place or to remove all loose fixtures and fittings and leave in a neat and tidy condition. A photographic survey will be appended to the lease.
22. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
23. 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 of disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.

24. 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.
25. That the Lessee shall be responsible for the repair and maintenance of the demised premises.
26. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
27. 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 without Lessors consent (not to be unreasonably withheld or delayed).
28. That in the event of the Lessee failing to comply with any of the terms and conditions herein contained, the Council may revoke the lease by giving the Lessee one month's notice in writing.
29. That the Lessee shall be responsible for the payment of any taxes or charges which might fall due from the creation of the lease.
30. That each party shall be responsible for their own fees in this matter.
31. That the lease shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.

The land to be disposed of is land to which the Fenian Street Area Compulsory Purchase Order 1966 Map referred to in Vesting Order Serial Number 200/1.

The Land Development Agency has advised that it is not intended 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.

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

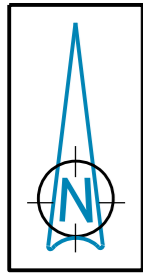
This proposal was approved by the South East Area Committee at its meeting held on the 8<sup>th</sup> July 2024.

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

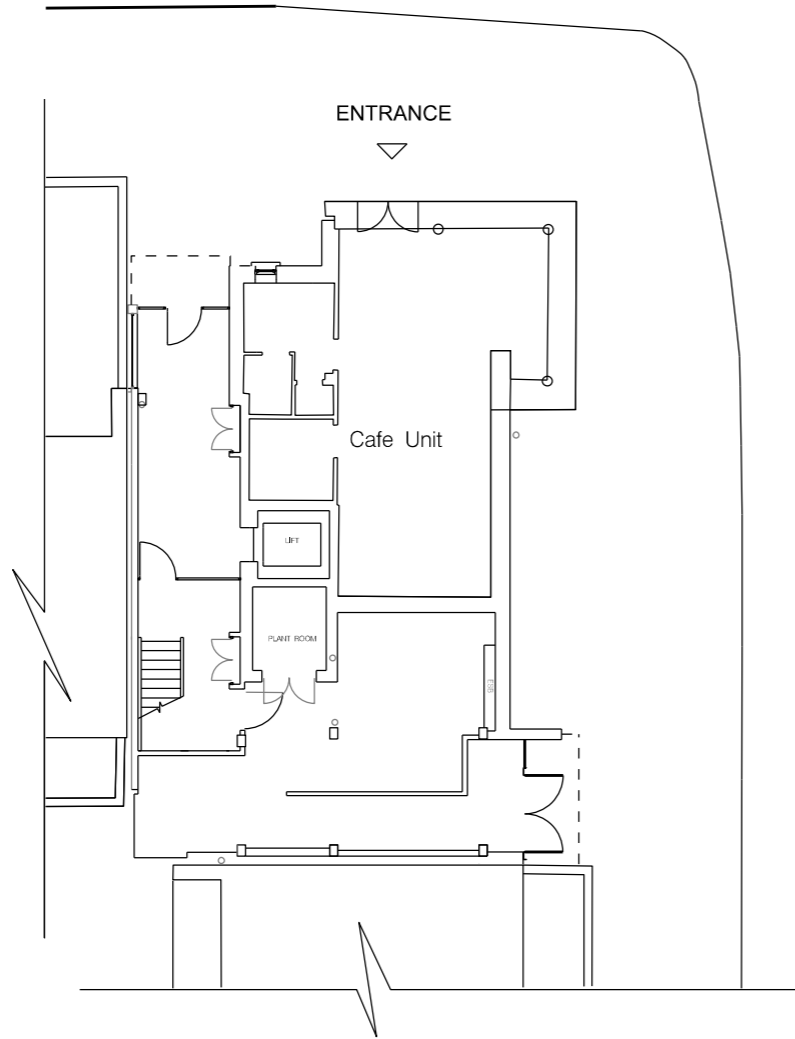
**Resolution:**

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

**Sheila Hennessy**  
**A/Executive Manager**  
**19<sup>th</sup> August 2024**

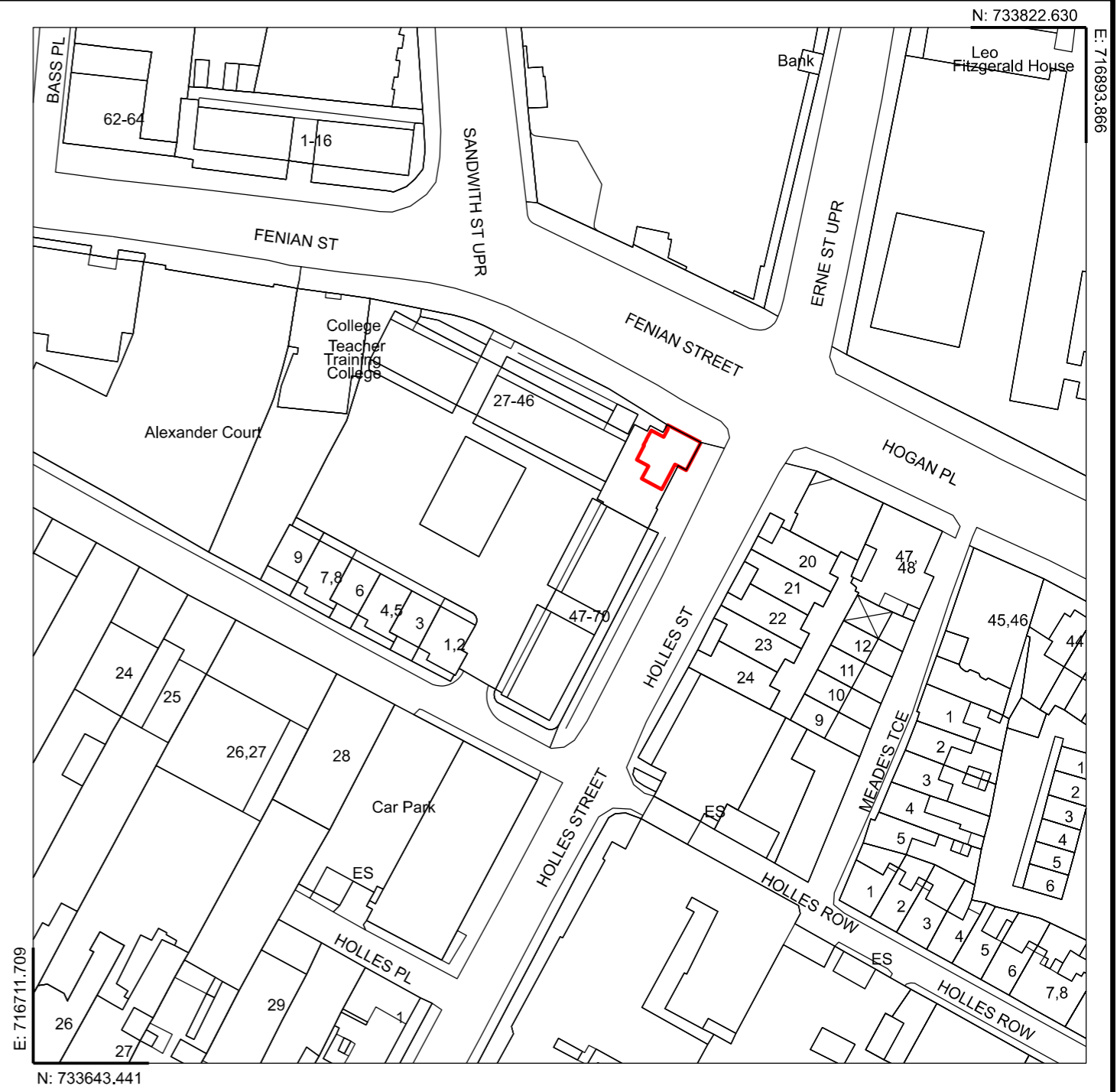


FENIAN STREET



HOLLES STREET

GROUND FLOOR PLAN  
Scale 1:200



N: 733822.630

E: 716893.866

E: 716711.709

N: 733643.441

# Dublin City Council - Ground Floor Cafe Unit at corner Fenian Street - Holles Street Dublin 2

Area= 66 sq.m.



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	SCALE
3264-11 & 12	1:1000

DATE	SURVEYED / PRODUCED BY
25-09-2023	S. Fador

**Dr JOHN W. FLANAGAN**  
CEng FIEI FICE  
**CITY ENGINEER**

INDEX No	DWG No	REV
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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-2023-0532**