
With reference to the proposed grant renewal of a 5 year lease in Coultry Crèche, 21 Santry Way, Ballymun, Dublin 9.

Since 2008, Pobal Gael Bhaile Munna CTR has held successive five year leases in the property known as Coultry Crèche, 21 Santry Way, Ballymun, Dublin 9, outlined red on Map Index No. SM-2013-0805. The last lease terminated on the 22nd June 2023 however Pobal Gael Bhaile Munna CTR has remained in occupation of the property under the terms of the lease. The property is used as a childcare facility and is now managed by Naíonra Glór na nGael CTR, a company associated with Pobal Gael Bhaile Munna CTR. As such, it is proposed to grant a further lease in the property to Naíonra Glór na nGael CTR, subject to the following terms and conditions

1. That the subject property comprises a detached single storey crèche building with a temporary timber cabin located at 21 Santry Way, Ballymun, Dublin 9. The property is shown outlined in red on attached copy map Index No. SM-2013-0805.
2. That the lease will be for a period of 5 years commencing on the 23rd June 2023 for use as a community childcare facility only.
3. That the market rent will be €23,000 (twenty three thousand euro, exclusive of VAT) per annum, payable annually in advance.
4. That the market rent will be abated to €200 (two hundred euro, exclusive of VAT) per annum, payable annually in advance provided that the property is used solely as a community childcare facility.
5. That the Tenant shall be responsible for all outgoings associated with its use of the demised property including inter alia rates, taxes, utilities, waste disposal and service charges.
6. That upon MUDS Act transfer, or at an earlier date agreed between Dublin City Council and Coultry NC Management Company CLG, the subject property shall be separated from the Management Company. The Tenant shall be liable for the payment of service charges to the above Management Company up until the date of the separation.
7. That the Tenant shall be responsible for the internal repair and upkeep of the property including all glass and shall keep the property in good condition and repair during the term of the lease.
8. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
9. That the Tenant shall be responsible for fully insuring the property and shall indemnify the Landlord 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 not assign, sublet or part with possession of the property or part thereof.
11. That the Tenant shall not erect any sign or advertisement on the property without prior approval of the Council.
12. That on termination of the lease and if requested by the Council, the Tenant shall at its own expense remove any structures erected by or at the behest of the Tenant, including the timber cabin structure and shall return the demised premises to its original condition.
13. That on termination of the Lease, the Tenant shall at its own expense remove all materials and fittings not belonging to the Council and shall leave the property clean and cleared to the satisfaction of the Council.
14. That the Tenant shall sign a Renunciation of Rights to a New Tenancy.
15. That each party shall be responsible for their own fees and costs in this matter.
16. That this proposal is subject to the necessary approvals and consents being obtained and no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

The property to be disposed of was built on lands acquired from Johanna Lightfoot, John Mc Cormack and the representatives of Elizabeth Collins (Deceased).

That this Lease will be subject to any other terms and conditions as deemed appropriate by Councils Law Agent.

This proposal was approved by the North West Area Committee at its meeting on the 16th July 2024.

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.

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

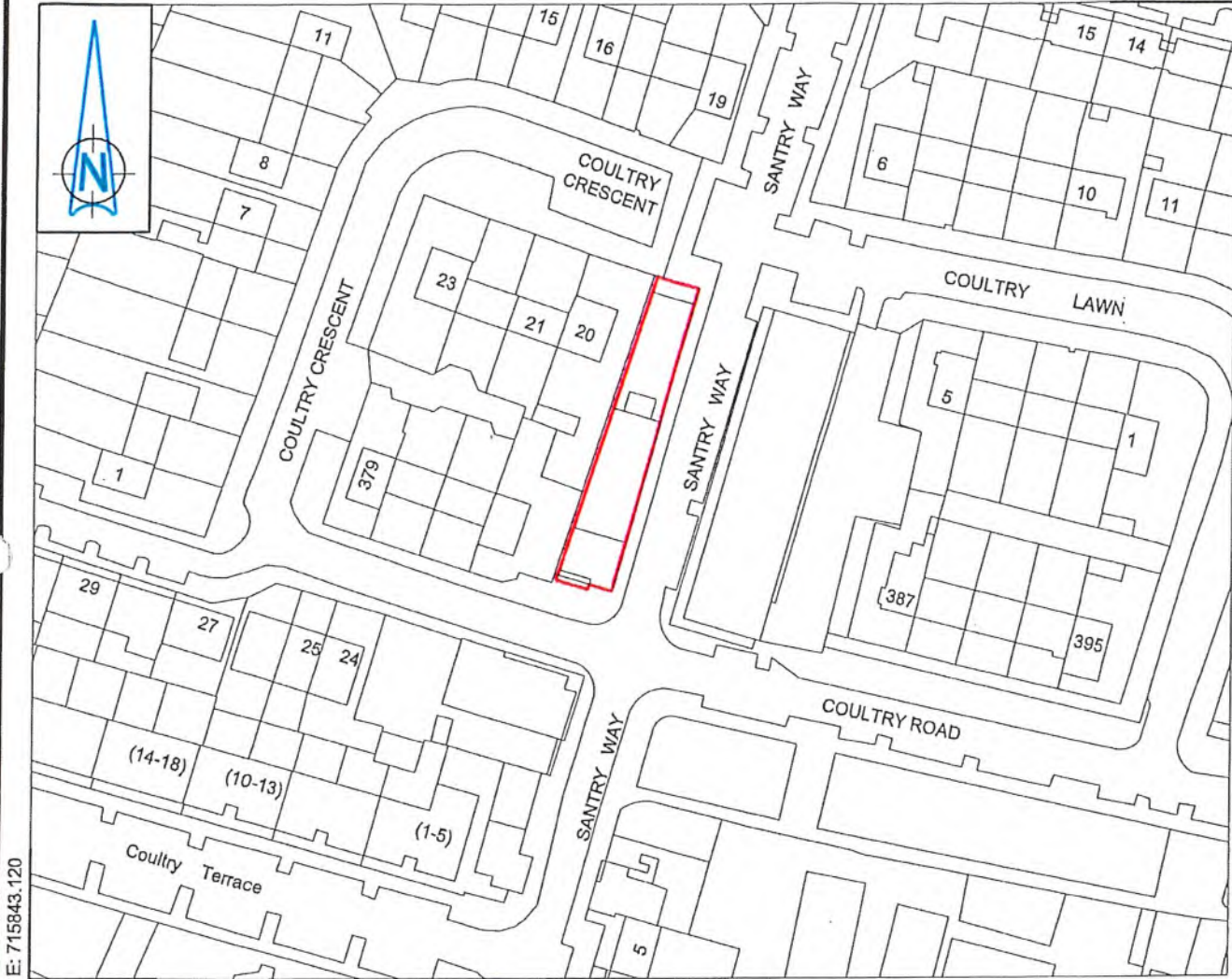
Resolution:

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

Sheila Hennessy
A/Executive Manager
19th August 2024

N: 740223.573

E: 716029.399



E: 715843.120

N: 740073.995

COULTREY NEIGHBOURHOOD CENTRE

Creche

Map for P.R.A. purposes



Dublin City Council
Comhairle Cathrach Balle Átha Cliath

SURVEY AND MAPPING DIVISION
Rannán Suirbhéireachta agus Léarscailithe
ENVIRONMENT AND ENGINEERING DEPARTMENT
An Roinn Comhshaoil agus Innealtóireachta

O.S REF
3131-10, 3132-06

SCALE
1:1000

DATE
13-02-2014

SURVEYED / PRODUCED BY
T. Curran

INDEX No | **FOLDER No** | **CODE** | **DWG No** | **REV**

FILE NO SM-2013-0805-0204-C5-002-A.dgn

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE

SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED *Tom Curran 13/02/2014*
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2013-0805

MICHAEL PHILLIPS
CITY ENGINEER