

2nd September 2024

To: **The Chairperson and Members of
The Central Area Committee**

Meeting: 10th September 2024

Item No:

With reference to the proposed grant of a short term business letting of the Ground Floor, 53 Dorset Street, Dublin 1 to North Dublin Money Advice and Budgeting Services CLG

The Ground Floor, 53 Dorset Street, Dublin 1 as outlined in red and shaded in pink with shared use of the area shaded yellow on Map Index 2023-0590 has been let to North Dublin Money Advice and Budgeting Services (MABS) CLG under various letting agreements from the 8th May 2009. The most recent five year licence expired on the 30th September 2023.

It is now proposed to grant a four year short term business letting agreement in respect of the Ground Floor, 53 Dorset Street, Dublin 1 as outlined in red and shaded in pink with shared use of the area shaded yellow on Map Index 2023-0590 subject to the following terms and conditions:

1. That the subject property which is currently occupied by North Dublin MABS CLG comprises a ground floor premises at 53 Dorset Street Upper, Dublin 1 as outlined in red and shaded pink with shared use of the area shaded yellow, on the attached Map Index 2023-0590.
2. That the subject premises are occupied by North Dublin MABS CLG under an expired license agreement.
3. Dublin City Council shall grant a 4 (four) year Short Term Business Letting Agreement to the Tenant effective from 1st October 2023.
4. That the annual market rent shall be **€35,000 (thirty five thousand euro)** per annum (VAT not applicable) effective from 1st January 2025. The passing license fee of €25,413.85 (twenty five thousand and four hundred and thirteen euro and eighty five cents) per annum (VAT not applicable) shall be paid until 31st December 2024.
5. That there is a break option at end of year 2 of the agreement for Tenant only, subject to six months' notice in writing, no penalties will apply.
6. That the rent shall be exclusive of all outgoing and payable quarterly in advance by direct debit mandate.
7. That the Tenant shall be responsible for all outgoing, including rates, utility bills, taxes, insurance, waste charges or any water charges etc. which may be payable on the demised premises.

8. That the demised premises use shall comply with all relevant planning regulations.
9. That the Tenant shall not make any material changes to the property without the Landlord's written consent.
10. That the Tenant shall request in writing if they wish to carry out any works to the demised premises. That all works carried out to the subject premises are subject to the written consents being received from Dublin City Council.
11. That the Tenant 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.
12. That the Tenant shall be responsible for the internal repair and insurance of the structure. That the Tenant shall notify the Landlord in writing on any damage to the exterior of the property.
13. That the Tenant shall be responsible for the insurance of the contents and fittings within the demised premises.
14. That the hours of operation will be the following, 8.00am to 10.00pm or such other times as may be agreed from time to time between the Landlord and the Tenant.
15. That the Tenant 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.
16. That the Tenant shall keep the demised area in a reasonably tidy condition.
17. That the Tenant will be required to sign a Deed of Renunciation, with the benefit of legal advice.
18. That prior to or at the termination of the agreement the Tenant 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 cost (if any) incurred by the Council in making good any damage caused.
19. That a photographic survey and schedule of condition shall be carried out by the Landlord and will be appended to the agreement.
20. That the Tenant will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
21. That the Tenant 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 Landlord or the occupiers of neighbouring premises or to the public at large.
22. That the Tenant is to notify the Landlord forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
23. That the Tenant shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
24. That the Tenant shall not assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject premises during the term of the agreement without obtaining the written consent of Dublin City Council.
25. That the Tenant shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution legislation.

26. That in the event of the Tenant failing to comply with any of the terms and conditions herein contained, the Council may revoke the agreement by giving the Tenant one month's notice in writing.
27. That the Tenant shall be responsible for the payment of stamp duty or any other taxes/charges which might fall due from the creation of the agreement.
28. That each party shall be responsible for their own fees in this matter.
29. That the agreement shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.
30. No agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

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
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A/Executive Manager

Date **03rd September 2024**