

To the Chairperson and Members of  
the South Central Area Committee

Meeting: 18th September 2024

Item No:

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**Short Term Letting of a Community Facility at Springvale Grove, Chapelizod, Dublin 20.**

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Dublin City Council own the Community Facility at the Council's recently completed social housing development at Springvale Grove, Chapelizod, Dublin 20, shown on Map Index No SM-2023-0242. The South Central Area Office has recommended that a 5 year short term letting of the Community Facility, to include ancillary outdoor areas, as outlined in red on Map Index No SM-2023-0242 be granted to the 139<sup>th</sup> Chapelizod Scout Group (Registered Charity No 20206095).

Agreement has been reached with the 139<sup>th</sup> Chapelizod Scout Group, subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject property comprises a newly constructed detached two-storey fully fitted scout/community hall plus ancillary outdoor areas shown outlined in red on the attached map SM-2023-0242, plus a right of way for access to same. The right of way is shown in yellow.
2. That Dublin City Council shall grant a 5 year Short Term Letting Agreement to the Trustees of the 139<sup>th</sup> Chapelizod Scout Group for use of the property as a scout/community hall, commencing as soon as practically possible in 2024.
3. That the property will be demised in its current condition as a fully fitted new scout/community hall.
4. That the Tenant is required to obtain and furnish to the Council all necessary statutory consents in relation to any tenant specific fit-out works. Fit-out works by the Tenant shall be at their own expense.
5. That all works to the building, including fit-out works, require the prior written approval of the Council's City Architects Department.
6. That the Tenant is required to submit, in advance of any works taking place, confirmation that they are fully responsible for ensuring the proposed works are compliant with all statutory regulatory requirements and consents. The certification required to any works and details of who will be signing off on the works must be provided.
7. That any works outside of the building require the prior written approval of the Council's Housing Department.
8. That the Tenant shall ensure that its use and occupation of the property complies with all necessary statutory consents and approvals.
9. That the market rent shall be €70,000 (seventy thousand euro) per annum (VAT not applicable). The market rent will be abated to €200 (two hundred euro) per annum

payable quarterly in advance by standing order or electronic funds transfer provided that the user clause at term 2 above is fully complied with. VAT is not applicable to the rent.

10. That this lease is personal to the 139<sup>th</sup> Chapelizod Scout Group and the Tenant shall not assign, sublet or part with possession of the property or part thereof.
11. That the Scouts shall make the building available for community use when not required by them and when requested to do so by the Council's Local Area Office.
12. That the Tenant shall respect the right to quiet enjoyment of the nearby residential units located in the Springvale Grove development.
13. That 24 hour access by the Council shall be facilitated to access essential mechanical and electrical services located in the first floor plant room associated with the entire housing development. (The Local Area Office will hold a set of keys for the property).
14. That the Tenant shall be responsible for the payment of rates, service charges, utilities, waste collection, taxes and all other charges for the subject property.
15. That the Tenant shall be charged, on a pro-rata basis, for the provision of the property's safety maintenance services provided by contractors engaged by Dublin City Council (the total amount will be approximately 6% of the total cost annually).
16. That the Tenant shall be responsible for all internal repairs of the building.
17. That the Tenant shall be responsible for the maintenance and repair of external demised areas.
18. That the Tenant shall be responsible for fully insuring the subject 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 €6.5 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.
19. That the Tenant shall not carry out any structural alterations to the property without the prior written agreement from the Council.
20. That upon termination of the short-term letting, the Tenant shall at its own expense remove all materials not belonging to Dublin City Council, including any installed tenant fit-out if required by the Council, and shall leave the property clean and cleared to the satisfaction of the Council.
21. That the Tenant shall sign a Deed of Renunciation of renewal rights.
22. That each party shall be responsible for their own fees and costs incurred in this matter.
23. That this short-term letting shall be subject to any other terms and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

**Maire Igoe**  
**Máire Igoe**

**22/08/24**  
**Date**

