
Grant of 3 Year Short Term Business Letting of Unit 2, Sillogue Neighbourhood Centre, Ballymun, Dublin 11 to River Sillogue Trade Limited trading as Spar.

A one year licence in respect of Unit 2 Sillogue Neighbourhood Centre in Ballymun was granted to Pefy Retail Limited from 10th April 2021. The licence permitted the use of the unit for storage purposes in connection with the running of a retail convenience store from the adjoining properties, Units 3 and 4, which were held under leases by Pefy Retail Limited.

The leases in respect of Units 3 and 4 were assigned from Pefy Retail Limited to River Sillogue Trade Limited as and from 4th January 2022 and the convenience store has changed from a Centra to a Spar. As Unit 2 was held under a licence this could not be assigned to the new occupant.

Terms and conditions were therefore offered to and accepted by River Sillogue Trade Limited in respect of a new licence in relation to Unit 2. The terms were in keeping with the terms of the previous licence for the unit. The subject unit, which has an area of 49 sq meters approximately, is shown outlined in red, plus a right of way on foot over and along the service corridor shown coloured yellow, on the attached map Index No. SM-2022-0252 .

The Licence for Unit 2 expired on the 3rd January 2023 and the River Sillogue Trade Limited trading as Spar have agreed to take Unit 2 for a 3 Year Short Term Business Letting under the following terms and conditions. The Ballymun Area Office has no objections to the renewal.

1. That the subject property comprises a self-contained ground floor retail unit known as Unit 2, Sillogue Neighbourhood Centre, Ballymun, Dublin 11 and which is shown outlined in red on attached map Index No. SM-2022-0252.
The property also includes a right of way on foot over and along the service corridor located to the rear of the property, shown indicatively coloured in yellow on attached map Index No. SM-2022-0252.
2. That Dublin City Council shall grant a three year Short Term Business Letting Agreement to River Sillogue Trade Limited commencing on the 4 January 2023.
3. That the subject property shall be used solely as a storage facility in connection with the business of a convenience store of the adjoining property, Units 3 and 4 Sillogue Neighbourhood Centre, Ballymun, Dublin 11. This letting agreement will be terminated immediately if this user clause is not fully complied with.
4. That the Tenant shall not at any time obstruct the service corridor. If this clause is breached at any time by the Tenant, the Council reserves the right to terminate this letting agreement and take back possession of the property, upon 10 (ten) working days prior written notice.
5. That the rent will be €6,000 (six thousand euro exclusive from Vat) per annum, payable monthly in advance by electronic funds transfer.
6. That the Tenant shall be responsible for all outgoings associated with its use of the subject property including inter alia taxes, rates, utilities, waste disposal and service charges.

7. 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.
8. That the Tenant shall be responsible for keeping and maintaining the property in good order and repair internally and externally and for the maintenance of all windows and doors including all plate glass.
9. That the Tenant shall not assign, sublet or part with possession of the property or any part thereof.
10. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
11. That the Tenant shall not erect any sign or advertisement on the subject property without the prior written consent of the Landlord.
12. That the Tenant shall not carry out any structural alterations to the property without prior written consent from the Landlord.
13. That upon expiry of this agreement, 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 Renunciation of Rights to a New Tenancy.
15. That this agreement 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 from Council and no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

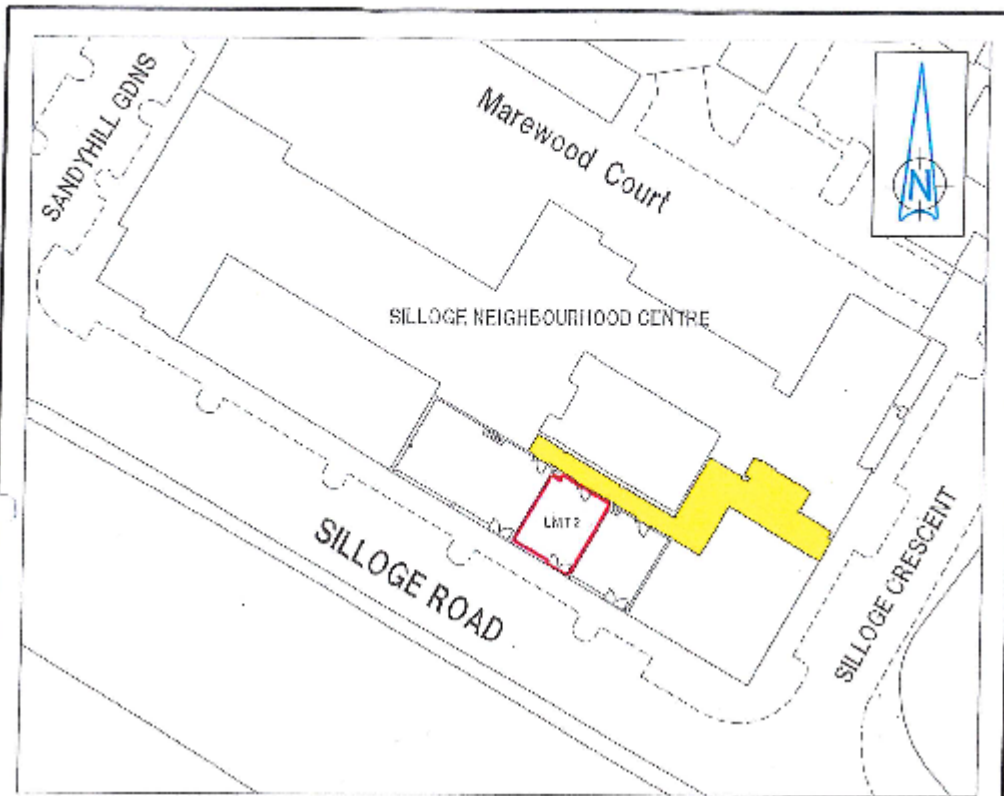
Máire Igoe

28/08/2024

Máire Igoe

A/Executive Manager

Date



SILLOGE NEIGHBOURHOOD CENTRE, SILLOGE ROAD, DUBLIN 11 - Unit 2

Dublin City Council to River Silloge Trade Limited

Grant of one year licence

Note: Route required for right-of-access/right-of-way shown coloured yellow



Cómhéile Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
Environment and Transport Department
Survey and Mapping Division

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DATE 24-05-2022	SURVEYED / PRODUCED BY PMcGinn

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FILE NO	FASM-2022-0252 - 001 - A.dgn	

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INDEX No.
SM-2022-0252

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