
**Grant of 10 year Lease of Ground Floor Unit at 31-33 Gloucester Street South, Dublin 2
to Viera Martial Arts Ltd**

The Council disposed of a site at Gloucester Street South / Moss Street / Bracken's Lane to Brigante Investments Ltd in 2018 and the City Council received a retail unit along with social housing units in the completed development in the arrangement. The retail unit is a ground floor unit and is approximately 120 sq.m (1,292 sq. ft) in size and has a shell and core finish. The unit has been marketed and agreement has now been reached with Vieira Martial Arts Limited to lease the unit subject to the following terms and conditions which the City Valuer considers fair and reasonable;

1. That the demised premises comprises the ground floor only of the subject property shown outlined in red on SM 2022-0402. The property extends to an area of 120 sq.m (1,292 sq.ft) GIA.
2. That the Lessee entity shall be Vieira Martial Arts Limited, 40 North Lotts, Dublin 1 D01 C8C9. Company registered number: 763921.
3. That the lease commencement date shall be on the date of possession.
4. That the Lessor will be prepared to grant a 10 year lease to the Lessee commencing on the Possession Date.
5. That the rent shall be as follows and VAT is not applicable to the rent:
 - a. Year 1: €20,000 (twenty thousand euro) per annum
 - b. Year 2: €22,000 (twenty two thousand euro) per annum
 - c. Year 3: €24,000 (twenty four thousand euro) per annum
 - d. Year 4: €26,000 (twenty six thousand euro) per annum
 - e. Year 5: €27,000 (twenty seven thousand euro) per annum

For the avoidance of doubt, the rent is exclusive of insurance, rates and all other charges associated with the property.

6. That the Lessee shall pay the Lessor a deposit equating to €5,000 (five thousand euro) which shall be held by the Landlord for the duration of the lease.
7. That the Lessor shall grant the Lessee a break option at the end of Year 5 subject to 6 months written notice. The break option shall be conditional upon payment of all rent and occupational costs to be up to date and conditional on compliance with lease covenants.
8. That the Lessee shall be granted a rent free period of 5 months from the date of possession. The rent-free period does not apply to the obligations to pay other property costs (rates, utilities etc.).

9. That the rent shall be exclusive of all outgoings and will be payable monthly in advance by direct debit mandate. The first month's rent and insurance are payable on the Lease signing date.
10. That the Lessee shall be responsible for all outgoings including rates, charges and fees that may become payable on the subject property during the term of the lease.
11. That the demised premises area is to be used as a martial arts gym. The Lessee shall not permit the demised premises to be used for any other purposes nor be permitted to sell or consume alcohol on the premises.
12. That the Lessee shall request in writing if they wish to carry out any works to the demised premises, subject to approval to by the Lessor. These works will be funded by the Lessee.
13. That the Lessee shall take out and produce Public Liability Insurance to the sum of €6,500,000 (six million, five hundred thousand euro) and Employer 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.
14. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
15. That the Lessor shall be responsible for the payment of the insurance of the structure, the cost will be recoverable from the Lessee.
16. That the unit shall be handed over in its current condition. The Lessee shall be responsible for all works and fit out to the property including any connection fees etc.
17. That the Lessee shall permit Council staff 24 hour access to the unit to access the rodding eyes on the basis that a blockage cannot be cleared from the roof access point.
18. 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.
19. 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.
20. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
21. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
22. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
23. That prior to 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 cost (if any) incurred by the Council in making good any damage caused. A photographic survey will be appended to the lease.

24. That the Lessee will permit the Council, its officers, agents and workmen to access the demised premises at all reasonable times.
25. 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.
26. 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.
27. That the Lessee shall be responsible for the repair and maintenance of the demised premises.
28. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
29. 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.
30. 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.
31. That the Lessee shall be responsible for the payment of any taxes or charges which might fall due from the creation of the lease.
32. That each party shall be responsible for their own fees in this matter.
33. That the lease shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.

The property to be disposed of was acquired from Two Walk Unlimited Company and Brigante Investments Limited in 2022.

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.

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

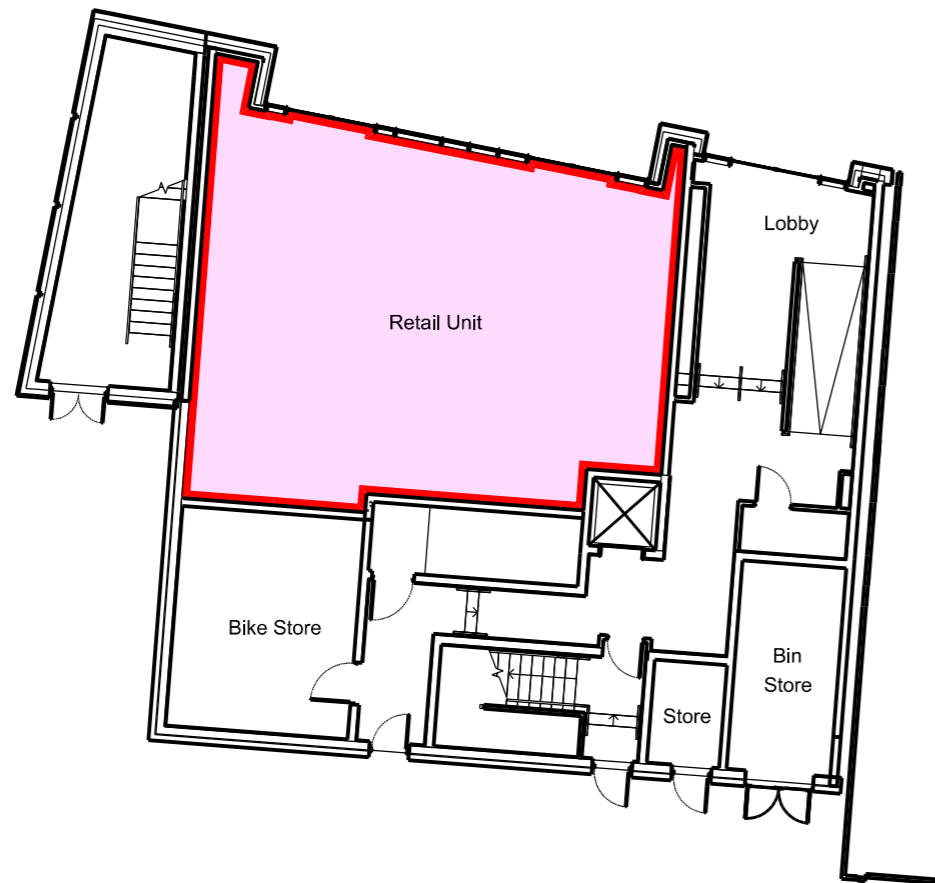
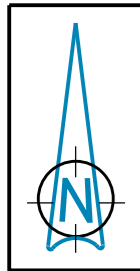
This proposal was approved by the South East Area Committee at its meeting on 14th October 2024.

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

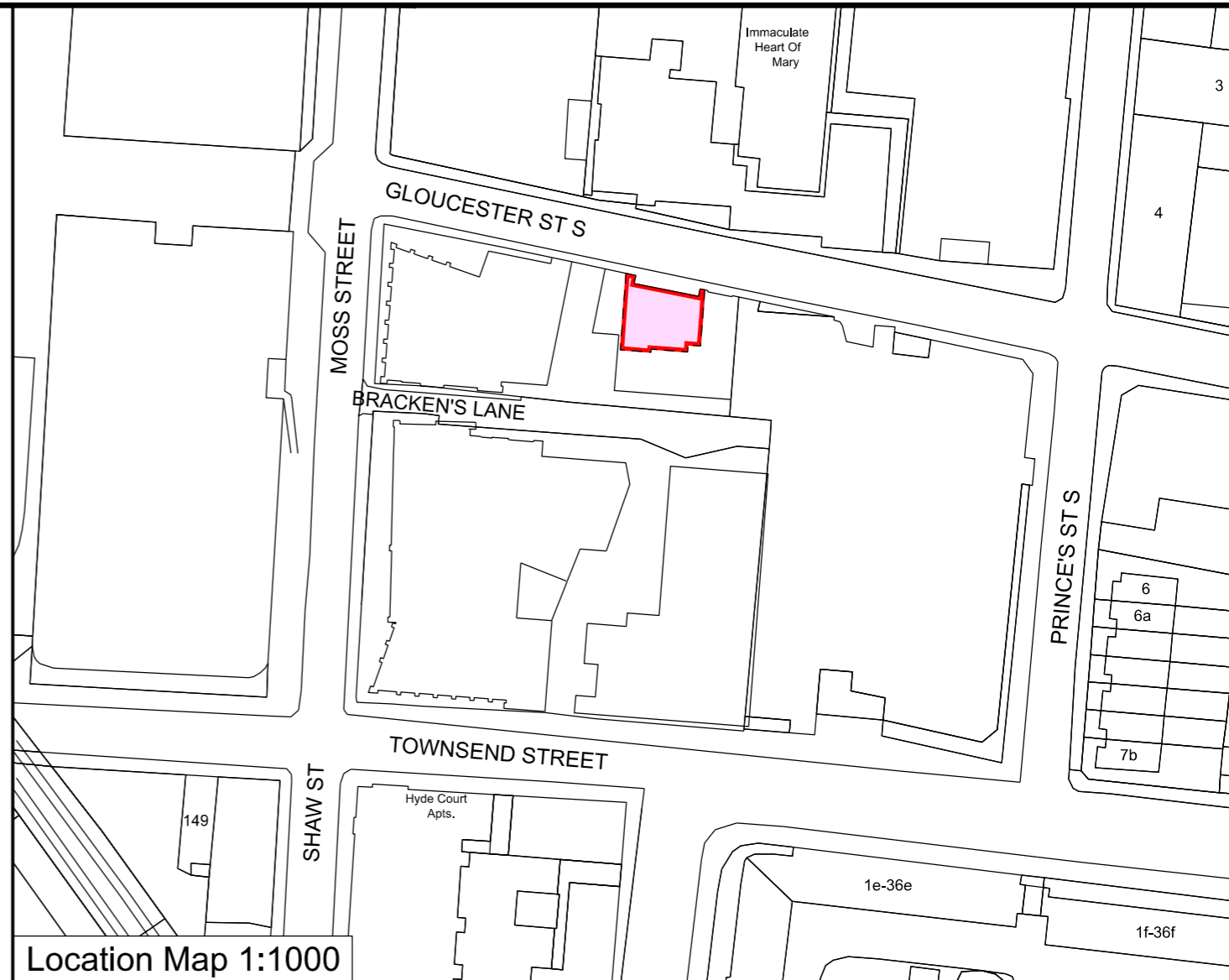
Resolution:

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

Maire Igoe
A/Executive Manager
21st October 2024



Ground Floor - 1:200



Location Map 1:1000

31-33 GLOUCESTER STREET SOUTH

Retail Unit

Dublin City Council to Vieira Martial Arts Ltd.

Grant of 10 year lease

Area: 120m²



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
3264-06	1:200, 1:1000

DATE	SURVEYED / PRODUCED BY
03-10-2024	T. Curran

Dr JOHN W. FLANAGAN
CEng FIEI FICE
CITY ENGINEER

FILE NO	INDEX No	DWG No	REV
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APPROVED _____
THOMAS CURRAN
ACTING MANAGER LAND SURVEYING & MAPPING
DUBLIN CITY COUNCIL

INDEX No.
SM-2022-0402