

**The Chairman and Members of
North West Area Committee.**

Development Department
Civic Offices

Meeting: 15th November 2016

Item No: 29

With reference to the proposed grant of a lease of New Unit FG, plus one basement car space at Ballymun Civic Centre, Ballymun Main Street, Dublin 9.

Dublin City Council acquired freehold interest in the Ballymun Shopping Centre on 15th December 2014. As part of the de-tenanting process the Ballygall Credit Union Limited (formally Ballymun Credit Union Limited) are in the process of surrendering their leasehold interest in Units 20 & 21 Ballymun Shopping Centre and have agreed to relocate to the Ballymun Civic Centre.

In respect of the relocation it is proposed to grant Ballygall Credit Union Limited a 20 year lease in New Unit FG, Ballymun Civic Centre, Ballymun Main Street, Dublin 9 plus one basement car space number 68 subject to the following terms and conditions.

1. That Dublin City Council shall grant a lease for Unit FG, Ballymun Civic Centre which shall extend to approximately **179 sq.m.** or thereabouts, plus one basement car space number 68, shown outlined in red and coloured pink on attached Map Index No. SM-2016-0513 for a term of **twenty years.**
2. That the Ballygall Credit Union Limited shall lodge a Planning Application in respect of the Ballymun Civic Centre unit, with the consent of Dublin City Council, within four weeks of Council approval, or as soon as practically possible on a date mutually agreed between the parties.
3. That this proposal is subject to the receipt of full planning permission for the new Credit Union unit in the Ballymun Civic Centre.
4. That within four weeks of the final Grant of Planning Permission the Council shall grant a three month Works Licence to the Ballygall Credit Union Limited for the unit, for the fee of €1, if demanded.
5. That the licensed area shall be provided by the Council in shell condition with a party wall constructed
6. That all works shall be agreed in writing with the Council's Architect prior to the commencement of such works.

7. That the lease shall commence immediately upon the expiry of the Works Licence or as soon as practically possible on a mutually agreed date, for use of the demised area for the retail trade or business of a Credit Union.
8. That the initial rent for the first five years of the term shall be the sum of **€50,000 (fifty thousand euro)** per annum, payable quarterly in advance by standing order or electronic funds transfer.
9. That the rent shall be subject to five yearly rent reviews to the market rental value of the unit at that time, on a vacant possession basis disregarding tenant improvement works.
10. That a break option in favour of the lessee/ Ballygall Credit Union Limited shall be granted at the end of year five, ten and fifteen. Written notice of intention to operate the break option must be given not less than six months prior to the break option date.
11. That the Ballygall Credit Union Limited shall be responsible for fully repairing and insuring the demise.
12. That the Ballygall Credit Union Limited shall be responsible for the payment of rates, facilities/service charges, building insurance, waste collection, utilities, taxes and all other charges for the demised area and car space.
13. That the Ballygall Credit Union Limited shall not assign or sublet the demise without prior written consent of the Landlord which shall not be unreasonably withheld.
14. The Ballygall Credit Union Limited shall not carry out any structural alterations or erect any external signage without the prior written consent of Dublin City Council.
15. That the Council shall retain a right of access for the purposes of maintaining services running through the unit.
16. That the Ballygall Credit Union Limited shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Lessee shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
17. That the lease agreements shall contain covenants and conditions as normally contained in agreements of this type.
18. That the Ballygall Credit Union Limited shall be responsible for the payment of any Stamp Duty that may arise on the creation of the lease.
19. That each party shall be responsible for their own fees and costs incurred in this matter.
20. That upon the granting of the Works Licence, or as soon as practically possible, the Council shall use its best endeavours to remove the sculpture from outside the new Credit Union Unit in the Ballymun Civic Centre, subject to all necessary approvals being obtained.

21. That each party shall be responsible for their own fees and costs incurred in this matter.

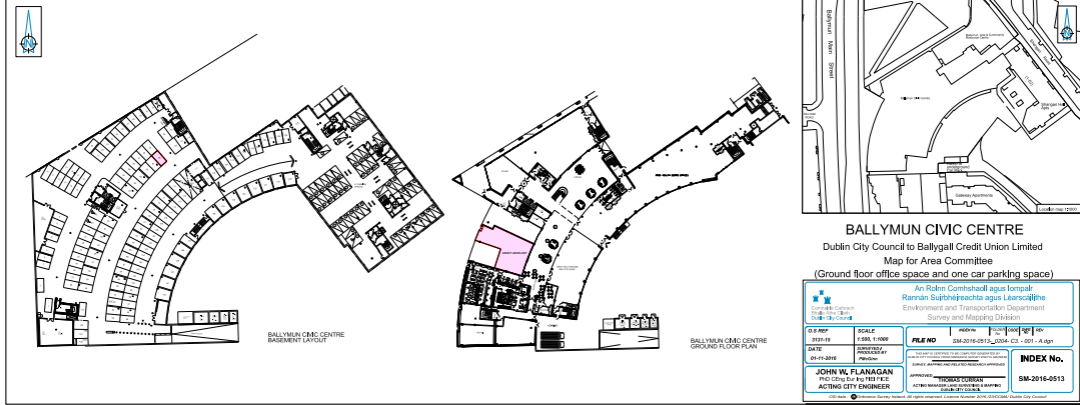
22. That this proposal is subject to satisfactory proofs of title.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

Paul Clegg
Executive Manager



BALLYMUN CIVIC CENTRE

Dublin City Council to Ballygall Credit Union Limited

Map for Area Committee

(Ground floor office space and one car parking space)

An Roinn Comhandaíl agus Beoaltóir
 Rannán Sárbheiríochta agus Léarscáil
 Environmental and Transportation Department
 Survey and Mapping Division

<p>D.C.C.M.P. DRAWN BY DATE 20-09-2016</p>	<p>SCALE 1:500 (AS SHOWN)</p>	<p>PROJ. NO. SM-2016-0913_2016-cl_001-A.dwg</p>	<p>INDEX No. SM-2016-0512</p>
<p>JOHN W. FLANAGAN PROJECT ENGINEER ACTING CITY ENGINEER</p>	<p>PROJ. NO. SM-2016-0913_2016-cl_001-A.dwg</p>	<p>DATE 20-09-2016</p>	<p>INDEX No. SM-2016-0512</p>