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**With reference to the proposed grant of a lease in Coultry Crèche, 21 Santry Way, Ballymun, Dublin 9.**

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Since 2008, Pobal Gael Bhaile Munna CTR has held successive five year leases in the property known as Coultry Crèche, 21 Santry Way, Ballymun, Dublin 9, outlined red on Map Index No. SM-2013-0805. The last lease terminated on the 22<sup>nd</sup> June 2018 however Pobal Gael Bhaile Munna CTR has remained in occupation of the property under the terms of the lease.

The property is used as a childcare facility and is now managed by Naíonra Glór na nGael CTR, a company associated with Pobal Gael Bhaile Munna CTR. As such, it is proposed to grant a further lease in the property to Naíonra Glór na nGael CTR, subject to the following terms and conditions.

1. That the property comprises a detached permanent building with a temporary cabin in the rear yard. The temporary cabin is used as a classroom and was installed by the lessee (referred to as an independent single storey wooden structure under planning reference number 4091/18).
2. That the lease will be for a period of five years commencing on the 23<sup>rd</sup> June 2018.
3. That the passing quarterly rent of €910 (nine hundred and ten euro) plus Vat (if applicable) shall continue to apply and shall be payable quarterly in advance.
4. That the property shall be used as a childcare facility only and shall be permitted to operate between the hours of 8.00am and 8.00pm, Monday to Saturday.
5. That the lessee shall be responsible for all outgoings associated with its use of the demised property including inter alia rates, taxes, utilities and service charges.
6. That the lessee shall be responsible for the internal repair and upkeep of the property and shall keep the premises in good condition and repair during the term of the lease.
7. That the lessee shall ensure that its use and occupation of the subject property complies with all statutory consents.
8. That the lessee at its own expense shall comply in full with the requirements and notices of Dublin City Council's Planning and Property Development Department and that if required the lessee shall remove the temporary cabin structure (referred to as an independent single storey wooden structure under planning reference number 4091/18) and return the property to its original condition.
9. That the lessee shall be responsible for fully insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.

10. That the lessee shall be liable for the employment of staff at the property by Pobal Gael Bhaile Munna CTR.
11. That the lessee shall not assign, sublet or part with possession of the property or part thereof.
12. That the lessee shall not erect any sign or advertisement on the premises without prior approval of the Council.
13. That on termination of the lease and if requested by the Council, the lessee shall at its own expense remove any structures erected by or at the behest of the lessee, including, if applicable, the temporary cabin structure (referred to as an independent single storey wooden structure under planning reference number 4091/18) and shall return the demised premises to its original condition.
14. That on termination of the lease, the lessee shall at its own expense remove all materials not belonging to the Council and shall leave the property clean and cleared to the satisfaction of the Council.
15. That the lessee shall sign a renunciation of rights to a new tenancy.
16. The lease shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.
17. That each party shall be responsible for their own fees and costs in this matter.

The property to be leased was acquired from Johanna Lightfoot in 1967.

The dates for the performance of any of the requirements of the proposed lease 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.

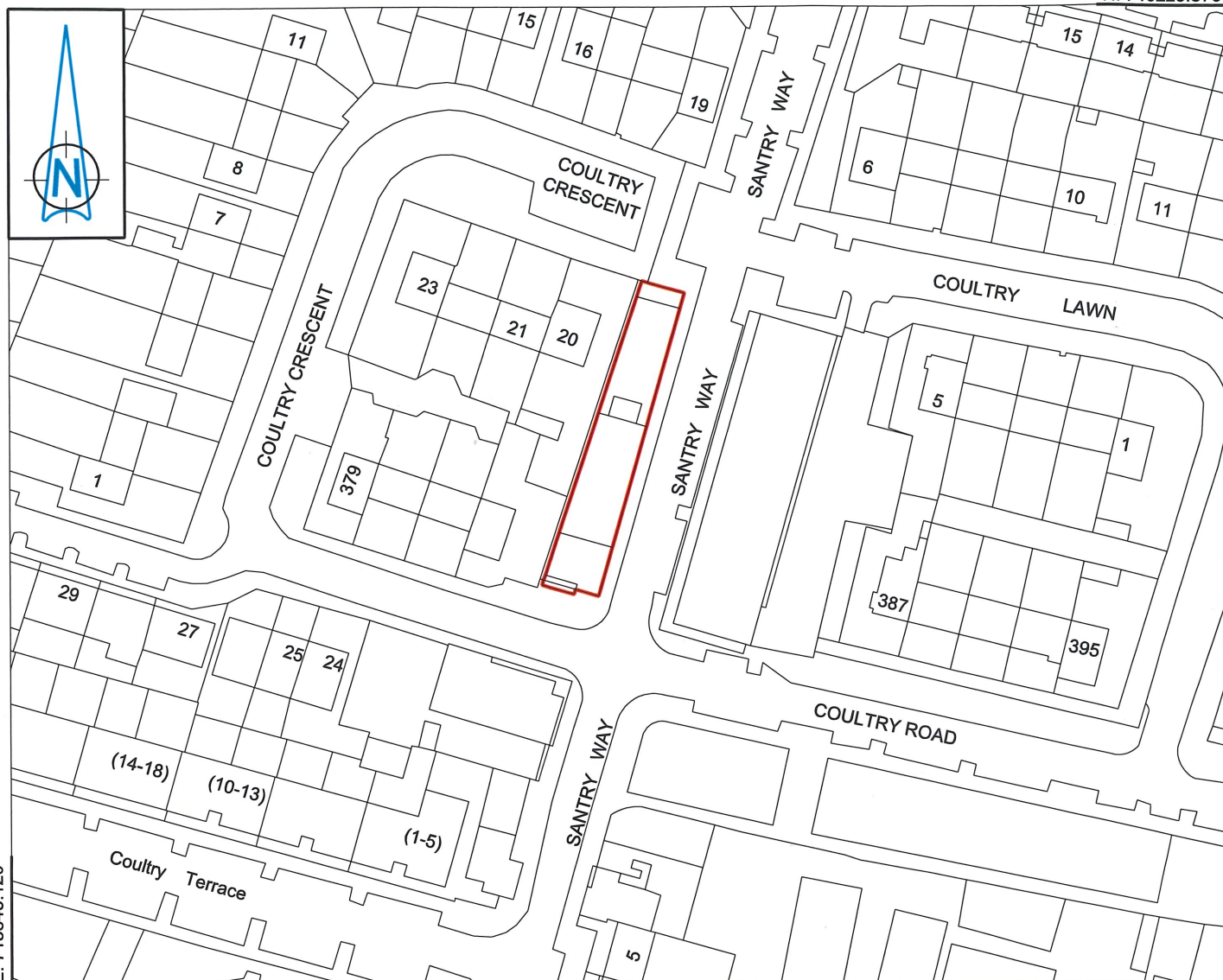
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution:**

“That Dublin City Council notes the contents of this report and assents to the proposals outlined therein.”

Dated this 23<sup>rd</sup> day of March 2020

**Paul Clegg**  
**Executive Manager**



E: 715843.120

N: 740073.995

# COULTREY NEIGHBOURHOOD CENTRE

## Creche

### Map for P.R.A. purposes



Dublin City Council  
Comhairle Cathrach Baile Átha Cliath

## SURVEY AND MAPPING DIVISION

*Rannán Suirbhéireachta agus Léarscailithe*  
ENVIRONMENT AND ENGINEERING DEPARTMENT  
*An Roinn Comhshaoil agus Innealtóireachta*

**O.S REF**

3131-10, 3132-06

**SCALE**

1:1000

**DATE**

13-02-2014

**SURVEYED /  
PRODUCED BY**  
T. Curran

**MICHAEL PHILLIPS**  
CITY ENGINEER

INDEX No

FOLDER  
No

CODE

DWG  
No

REV

**FILE NO**

SM-2013-0805-\_0204- C5 - 002 - A.dgn

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED

THOMAS CURRAN

ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

**INDEX No.**

SM-2013-0805