



With reference to the proposed grant of a Short Term Business Letting Agreement of 1st and 2nd Floor units at 54-56 Gateway Crescent, Ballymun, Dublin 11.

Since 2013, The Mens Networking Resource Centre of Ireland Limited have been in occupation of 1st and 2nd Floor units, 54-56 Gateway Crescent, Ballymun, Dublin 11, the area of which is shown outlined red on Map Index No: SM-2017-0019-001 a copy of which is submitted with this report.

The Mens Networking Resource Centre of Ireland Limited focuses on family law, supervised access information and support for homeless men and women.

In order to facilitate the continuance of the company's services in the area, it is proposed to grant a further 3-year Short Term Business Letting Agreement to, The Mens Networking Resource Centre of Ireland Limited, subject to the following terms and conditions:

1. That the subject property comprises 1st and 2nd floor only at 54-56 Gateway Crescent, Ballymun, Dublin 11. The property is shown outlined in red on the attached map Index No. SM-2017-0019-001.
2. That Dublin City Council shall grant a 3 (three) year Short Term Business Letting Agreement commencing from 1st January 2020.
3. That an abated rent of €1 (one euro) per annum shall apply (if demanded). A market rental value of €24,000 (twenty four thousand euro) plus VAT, per annum, shall be payable if the subject property is used for any other purpose.
4. That the subject property shall be used solely for community purposes only on a non-profit basis.
5. That the Tenant shall be responsible for all other outgoings associated with its use of the subject property including taxes, rates, utilities, waste disposal and service charges.
6. That the Tenant 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.
7. That the Tenant shall not assign, sublet or part with possession of the property or part thereof.
8. That the Tenant shall be responsible for keeping the property in good order and repair internally and for maintaining all glass.

9. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
10. That the Tenant shall not erect any sign or advertisement on the premises.
11. That the Tenant shall not carry out any structural alterations to the property without prior written consent from the Landlord.
12. That upon expiry of the 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.
13. That the Tenant shall sign a Renunciation of Rights to a New Tenancy.
14. That each party shall be responsible for their own fees and costs in this matter.

The property was acquired by Dublin City Council by agreement in 1979 from University College Dublin.

The Short Term Business Letting Agreement shall be subject to any such covenants and conditions as the Acting Law Agent in her discretion shall stipulate.

The dates for the performances 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 intended to be created until an exchange of contracts has taken place.

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

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

Resolution:

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

Dated this day 23rd March 2020.

Paul Clegg
Executive Manager

