

12th May 2021

**To: The Chairman and Members of
Central Area Committee**

Meeting: 8th June 2021

**With reference to the proposed grant of a further lease at 12 Summerhill Parade,
Dublin 1.**

By Indenture of Lease dated 27th August 1987, Dublin City Council demised the commercial shop premises known as No. 12 Summerhill Parade, shown outlined in red and coloured pink on Map Index No. 10613/16, to Pearse Allen for a term of 35 years from 1st January 1986, at an initial annual rent of €3,302.32 subject to rent reviews at the end of every fifth year. The current assignee to this lease is Dairine O'Reilly.

The lease expired on 31st December 2020 and Dairine O'Reilly has requested the Council grant her a further lease of the premises. The Area Manger has no objection provided that the terms agreed reflect the Council's right to terminate the agreement if there is a long-term vacancy of the premises.

Accordingly, it is proposed to grant a further lease of 12 Summerhill Parade, Dublin 1, shown on revised map SM-2021-0010, to Dairine O'Reilly, subject to the following terms and conditions, which the Chief Valuer considers fair and reasonable:

1. That the demised property is shown outlined in red and coloured in pink on attached Map Index no. SM-2021-0010.
2. That Dublin City Council shall grant a 10 (ten) year lease commencing from 1st January 2021.
3. That the market rent shall be a sum of €13,500 (thirteen thousand and five hundred euro) per annum, plus VAT (if applicable) payable quarterly in advance.
4. That the rent shall be reviewed every five years in line with the market value.
5. That the demised property shall be used as a retail unit. Any change of use of the demised premises shall not be carried out without the written consent of the Council.
6. That the Lessee shall not build any additions or make any structural alternation to the demise premises without first obtaining the written consent from the Council.
7. That the Lessee is responsible for the demised property to comply with all planning regulations.
8. That the Lessee shall not display or erect on the exterior of the premises any signs or placards except with the prior written approval of the Council.

9. That the demised property shall not be used for any loan or mortgage purposes.
10. That the Lessee shall not sell, assign, sublet, sub-divide, alienate or part with the possession of the property.
11. That the Lessee shall not use the demised premises for any use of slot machines or any gambling devices.
12. That the Lessee shall be responsible for payment of rates, service charges, taxes and all other outgoings arising against the property.
13. That the Lessee shall ensure that it's use and occupation of the property shall at all times comply with all necessary statutory requirements.
14. That the Lessee shall ensure that the subject property is adequately secured at all times.
15. That if there is a long term vacancy of the property the Council would have the right to terminate the agreement with 28 days' notice in writing.
16. That the Lessee shall indemnify the Council against all claims as a result of their use and occupation of the demised property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million).
17. That the Lessee shall insure and keep insured the property and every part thereof, in the joint names of the Council and the Lessee against loss or damage by fire or other cause in an established Insurance Office to be approved by the Council and to pay all premiums or such other sum of money necessary for that purpose and within 7 days after same has become payable to produce to the Council the policy or policies of such insurance and the receipt for every such payment.
18. That the Lessee shall permit the Council and its workmen at all reasonable times to enter upon the property to view the condition thereof.
19. That the property or any part thereof shall not be used as a residence.
20. That the Lessee shall be responsible for keeping the entire property including, inter alia, the lands, all buildings including external walls/gates/doors and boundaries etc. in good and substantial repair and shall carry out all necessary maintenance/repairs to the Council's written satisfaction.
21. That the Lessee shall sign a Deed of Renunciation.
22. That each party will be responsible for its own costs of this transaction.
23. That the Lease shall contain such other terms and conditions as contained in Leases of this type and as are deemed appropriate by the by the Council's Law Agent.

P. Clegg

Executive Manager

13th May 2021

Date