

19<sup>th</sup> August 2021

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

Meeting: 14<sup>th</sup> September 2021

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**With reference to the proposed grant of a further lease of the Smithfield Café, 13 Smithfield Terrace, Dublin 7.**

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Under Lease dated 8<sup>th</sup> November 2016 the premises known as the Smithfield Café at 13 Smithfield Terrace, Dublin 7, shown outlined in red on Map Index SM-2016-0262, was demised to Conor Higgins for a term of 4 years and 9 Months, commencing 8<sup>th</sup> November 2016 subject to an annual rent of €10,000 per annum exclusive of rates and outgoings.

This agreement expired on 7<sup>th</sup> August 2021 and Conor Higgins has requested that the Council grant him a new longer term lease. The Central Area Office has confirmed that it has no objection to this proposal.

Accordingly, it is proposed to grant a further lease of the premises known as the Smithfield Café, 13 Smithfield Terrace, Dublin 7, shown on updated Map Index SM-2021-0624, to Oxmantown Catering Limited, a limited company formed in 2019 by Conor Higgins who is a Director, subject to the following terms and conditions, which the Chief Valuer considers fair and reasonable:

1. That the lease will be for a term of 15 year commencing on 8<sup>th</sup> August 2021.
2. That the demised premises comprises the ground floor only of the subject property shown outlined in red on the attached copy map (SM-2021-0624).
3. That the rent payable shall be stepped over five years as follows:
  - Year 1 €10,000 (ten thousand euro) per annum plus VAT (if applicable)
  - Year 2 €12,000 (twelve thousand euro) per annum plus VAT (if applicable)
  - Year 3 €13,000 (thirteen thousand euro) per annum plus VAT (if applicable)
  - Year 4 €14,000 (fourteen thousand euro) per annum plus VAT (if applicable)
  - Year 5 €15,000 (fifteen thousand euro) per annum plus VAT (if applicable)
4. That the rent shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
5. That the lease shall provide for rent reviews at the end of Year 5 and Year 10 to market rental value.
6. That the Council shall have the option to terminate the lease at the end of Year 5 and Year 10 upon giving 6 months written notice to the Lessee.

7. That the Lessee shall be responsible for all outgoings including rates, charges, fees and refuse charges that may become payable on the subject property during the term of the lease.
8. That the demised premises is to be used as a café only. The Council shall not permit the demised premises to be used for any other purpose.
9. That the Lessee shall request in writing, the prior approval of the Council to carry out any works to the demised premises and that any such works will be funded by the Lessee.
10. That the Lessee shall take out and produce to Dublin City Council, Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro), for any incident with a recognised Insurance Company with offices in the State, and the policy shall indemnify the Council against all liability as owner of the property.
11. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
12. That the Council shall be responsible for the insurance of the structure.
13. 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.
14. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
15. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
16. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
17. That prior 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.
18. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
19. 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 or disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
20. 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.
21. That the lease is subject to any other terms deemed appropriate by the Council's Law Agent and included in the previous lease agreement.
22. That the Lessee shall be responsible for the repair and maintenance of the demised premises.

23. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
24. 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.
25. That the Lessee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the lease.
26. That each party shall be responsible for their own fees in this matter.

**P. Clegg**

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**Executive Manager**

**26/08/2021**

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**Date**