

29<sup>th</sup> November 2021

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

Meeting: 15<sup>th</sup> December 2021

Item No.

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**With reference to the proposed grant of a lease of part of the premises adjacent to No. 14 La Touche Road, Bluebell, Dublin 12 (known as 14a La Touche Road), Dublin 12.**

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By way of Lease dated 28<sup>th</sup> July 2000 the former Dublin City Council Rent Office adjoining No. 14 La Touche Road, Bluebell, Dublin 12 was demised by Dublin City Council to BIIKR Partnership Company Limited t/a Canal Communities Partnership for a term of 10 years from 15<sup>th</sup> April 2000. The lease was renewed by agreement dated 2<sup>nd</sup> February 2016, for a further 10 years from 15<sup>th</sup> April 2010, subject to an annual rent of €3,000 but abated to €127 per annum so long as the premises was used solely for community purposes. In 2019 the group changed its' name to Dublin South City Partnership CLG.

The lease expired on 14<sup>th</sup> April 2020 and the South Central Area Office has confirmed they have no objection to the renewal of the Agreement for a further 7 years. Accordingly it is now proposed to grant a further lease of the premises subject to the following terms and conditions:

1. That the Lease shall be for a term of 7 years commencing on the 15<sup>th</sup> April 2020 and terminating on the 14<sup>th</sup> April 2027.
2. The subject property is shown outlined on Map Index SM-2021-0041) and has a GIA of 16sqm or thereabouts.
3. That the rent reserved shall be €3,500 (three thousand, five hundred euro) per annum, plus VAT if applicable.
4. That the said revised rent shall be abated to €750 (seven hundred and fifty euro) per annum, plus VAT if applicable, provided the premises continues to be used solely for community purposes.
5. The lessee shall be required to sign a Deed of Renunciation.
6. The Lessor will insure the subject property and the cost will be recouped from the Lessee by way of annual invoice.
7. That the Lessee shall indemnify Dublin City Council against any and all claims arising from its use of the premises. The Lessee shall take out and produce Public Liability Insurance in the sum of €6,500,000 and Employer Liability Insurance in the sum of €13,000,000 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.

8. That the Lessee shall be responsible for utilities and all charges applicable to the unit - incl. taxes, rates etc.
9. That the Lessee shall be responsible for the repair and upkeep of the property to include the structure.
10. That the Lessee shall not erect any sign or advertisement on the premises without prior approval of the Council.
11. That the Lessee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the demised premises.
12. On termination of the Lease, the Lessee 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 Lessee shall not assign or sublet the premises.
14. That the lease shall be subject to any other terms and conditions as required by the Council's Law Agent.

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