

With reference to the proposed grant of a further Lease of part of the premises at No. 22 Buckingham Street Lower, Dublin 1.

By way of Agreement dated 3rd December 2010 Dublin City Council granted a Temporary Convenience Letting of part of the premises at No. 22 Buckingham Street Lower, Dublin 1 which said part is more particularly delineated on Map Index No. 12257 to Inner City Organisation Network (ICON) Limited (now CLG) for a term of 4 years and 9 months commencing on 1st December 2010 and subject to an annual rent of €14,000 per annum but abated to €1,000 per annum so long as the premises are used for non-commercial community purposes only.

This letting expired on 31st August 2015 and a Lease was granted to Inner City Organisation Network (ICON) Limited (now CLG) for a term of 5 years from 1st September 2015 subject to an annual rent of €14,000 per annum but abated to €1,000 per annum so long as the premises continued to be used from non-commercial community purposes only.

The Central Area Office has advised that it has no objection to a renewal of the lease and accordingly, it is now proposed to grant a further lease of part of the premises at No. 22 Buckingham Street Lower, Dublin 1 to Inner City Organisation Network (ICON) CLG subject to the following terms and conditions:

- 1. The lease shall be for a period of 5 years from 1st September 2020.
- 2. The rent shall be €14,000 (fourteen thousand euro) per annum payable quarterly in advance.
- 3. The rent referred to at No. 2 above shall be abated to €1,000 per annum payable quarterly in advance provided that the premises continues to be used for community purposes only.
- 4. The Lessee shall be liable for any rates and taxes on the premises for the period of the lease.
- 5. The Lessee shall be responsible for the upkeep and maintenance of all the shared common areas and shall pay the service charges for the entire building and charge an agreed percentage of the said service charge to any other occupiers as advised from time to time.
- 6. No structural works shall be carried out at the premises.
- 7. The Lessee shall not assign or sublet the demised premises.
- 8. The premises shall be handed over on termination in the same state of repair and condition or better, to that which exists at present.

- 9. The Lessee shall be prepared by the Council's Law Agent and shall be subject to any covenants deemed appropriate in lettings of this type.
- 10. The Lessee shall be required to sign a Deed of Renunciation.
- 11. Each party shall be responsible for their own legal fees in this matter.
- 12. The disposal shall be subject to such conditions as to title to be furnished as the Law Agent in their discretion shall stipulate.

The proposed property to be leased was acquired from Gráinne Dowling.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved by the Central Area Committee at its meeting on the 14th December 2021.

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

Resolution:

That Dublin City Council notes the contents of Report No. 24/2022 and hereby approves the contents therein.

Dated this the 16th day of December 2021.

Paul Clegg

Executive Manager

