

1st February 2022

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

Meeting: 16th February 2022

Item No

**With reference to the proposed grant of a Lease in Unit 2, The Court, Bridgefoot Street,
Dublin 8 to Peter Mc Verry Trust Learning Centre CMS CLG**

By way of Licence Agreement dated 5th October 2014 Dublin City Council granted a licence of the premises at Unit 2, The Court, Bridgefoot Street Dublin 8 to CMS Learning Centre Limited for a term of 11 months. The licence expired on 4th September 2015 and the licensee is currently over holding.

CMS Learning Centre Limited which is now incorporated as the Peter Mc Verry Trust Learning Centre CMS CLG, was founded in 1995 to provide an educational option for specific groups of young people from across Dublin, whose placement in mainstream schooling has broken down for a number of reasons.

In order to regularise their occupancy Peter Mc Verry Trust Learning Centre CMS CLG has requested a ten lease agreement backdated to the expiry date of the original licence agreement in 2015. Dublin City Council has agreed to this proposal.

Accordingly it is proposed to grant a lease to Peter Mc Verry Trust Learning Centre CMS CLG in respect of the property at Unit 2, The Court, Bridgefoot Street, Dublin 8 subject to the following terms and conditions:

1. That the Lease shall be for a term of 10 years commencing on the 5th September 2015.
2. That the demised premises is shown outlined in red on the attached map ref SM-2021-0475 and measuring 354 sq. m..
3. That the rent reserved shall be €60,000 (sixty thousand euro) per annum, plus VAT if applicable.
4. That the said revised rent shall be abated to €1,000 (one thousand euro) per annum, plus VAT if applicable, provided the premises is exclusively occupied by Peter McVerry Trust Learning Centre CMS CLG and is restricted in its use for community purposes
5. That there shall be no rent review within the lease term.
6. That the Lessee shall be required to sign a Deed of Renunciation.
7. That the Lessee shall be responsible for fully insuring the premises and 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 property including management fees, taxes, rates etc.
9. That the Lessee shall keep the premises in good condition and repair during the term of the lease.
10. That the Lessee shall not erect any sign or advertisement on the property without prior approval of the Council.
11. That the Lessee shall not assign or sublet the premises without prior approval of the Council.
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 each party shall be responsible for their own legal and professional fees in this matter.
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