

To the

**Chairperson and Members of
the South East Area Committee**

**With reference to the proposed grant of lease of No. 15 St. Stephen's Green, Dublin 2
to the Little Museum of Dublin (LMOD)**

The Little Museum of Dublin (LMOD) has occupied part of the premises No. 15 St. Stephen's Green, Dublin 2 under a seven year licence from Dublin City Council from 7th February 2013. The licence expired on 6th February 2020.

LMOD has been a very successful visitor attraction for the city but the space that it occupied is inhibited by the fact that it does not have disability access.

The basement of the premises which previously operated as a restaurant has been surrendered back to Dublin City Council and the opportunity is available to provide LMOD with a lease of the entire premises which will allow them to provide disability access and obtain a Disability Access Certificate (DAC).

It is proposed therefore to grant to LMOD a 35-year lease of the entire premises subject to the following terms and conditions which the Chief Valuer has recommended as fair and reasonable:

1. That Dublin City Council will grant LMOD a lease of the entire of 15 St. Stephen's Green, as shown outlined on Map Index No. SM-2018-0543. The lease will be for a period of 35 years with 5 year rent reviews, on a Full Repairing and Insuring basis (excluding repairs to the external structural parts, appurtenances thereto and the roof).
2. That LMOD will be required to ensure that the property and the use thereof complies with all necessary legislation relating to but not limited to planning permission, health and safety standards, fire regulations, statutory requirement and codes of practice. The LMOD is taking the property "as seen".
3. The City Council will not bear any costs associated with upgrading or the regularisation of the property and the above mentioned statutory requirements. In the event that the regularising of the above mentioned legal requirements at 15 St. Stephen's Green necessitates additional works for fire safety reasons to be carried out at the interconnecting DCC owned building, No. 14 St. Stephen's Green, LMOD will be required to make a contribution of up to a maximum of €50,000 (fifty thousand euro) towards the works.
4. That the provision of a Disability Access at 15 St. Stephen's Green is a fundamental element of this proposal. In that regard the Disability Access must be installed, certified and fully operational at 15 St. Stephen's Green no later than 12 months after planning permission has been secured and Dublin City Council has given consent in writing to the alterations permitted under the planning permission. Failure to deliver the Disability

Access on time will result in the Annual Rent reverting to the Market Rent until such time as the Disability Access is finalised and fully operational.

5. That LMOD will be required to obtain the change of use Planning Permission, Fire Certificate and Disability Access Cert and complete all of the necessary work within 24 months of the granting of the lease. In the event that the LMOD fails to meet the defined timeframe the City Council will have full authority to take back the property at no cost to the City Council.
6. That the Market Rent for 15 St. Stephen's Green is c. €200,000 (two hundred thousand euro) per annum.
7. That the Market Rent shall be abated to the sum of €5,000 (five thousand euro) per annum provided the City Council is satisfied that the premises are being used for the purpose of a historical museum by the LMOD only.
8. That the Market Rent will be reviewed on the first day of the 6th and every fifth year thereafter and that on review the abated rent will bear the same relationship to the Market Rent as exists at the execution of the lease.
9. That 15 St. Stephen's Green will be used by the LMOD as a historical museum for public admission only (subject to planning permission). In the event that the LMOD closes due to financial difficulties or is otherwise dissolved, the lease will be surrendered to the City Council immediately, subject to repair and dilapidation obligations being resolved to the satisfaction of the City Council.
10. That LMOD will be responsible for rates and any subsequent taxes and charges which may become applicable during the lease period for the demised area of 15 St. Stephen's Green.
11. That LMOD will pay to Dublin City Council the proportionate amount of the building insurance premium relating to 15 St. Stephen's Green.
12. That LMOD is expected to carry out substantial works to 15 St. Stephen's Green including, fire safety works, DAC works, general fit out works etc. LMOD's appointed architect will co-ordinate with the Council's project building surveyor in relation to the proposed works and timing schedule. The project building surveyor will be provided with full access to drawings and material specifications and site visits will be facilitated on request.
13. That LMOD will not licence, sub-let or assign any part of the premises, without the prior authorisation of the City Council. In the event that a licence, sublet or assignment is authorised by the City Council, any licence fee or rent shall be shared equally between the City Council and LMOD.
14. That the operation of a Restaurant/Coffee Shop/ Café at 15 St. Stephen's Green will not be permitted and will be considered a breach of the lease.
15. That prior to the completion of the new lease for 15 St. Stephen's Green, the City Council will have a condition schedule prepared for inclusion in the lease.
16. That LMOD can surrender 15 St. Stephen's Green back to the City Council, at no financial penalty, at any time during the term of the lease.
17. That on the expiration/surrender of the lease the LMOD will be responsible for the reinstatement of the accommodation as provided by the landlord.

18. That any external signage will be in keeping with the demised premises and the existing signage in the area, subject to landlords approval and at the expense of the tenant. If planning permission is required for any signage this is the responsibility of LMOD.
19. That LMOD will be required to provide the Law Agent with proof of Public Liability Insurance of €6,500,000 (six million five hundred thousand euro) and Employers Liability of €13,000,000 (thirteen million euro) or such revised levels as set down by the Law Agent.
20. That LMOD will maintain contents insurance for the duration of the lease.
21. That LMOD will have the right to negotiate the acquisition of the City Council's interest in 15 St. Stephen's Green at Market Value, at any point during the lease term.
22. That both parties will be responsible for their own professional fees in respect of the transaction.
23. That the LMOD will be responsible for any VAT and Stamp Duty implications that may arise from the transaction.
24. That the LMOD will acknowledge Dublin City Council's support, incorporating the corporate logo in an agreed way on signage and other publicity material.
25. That the abovementioned timelines may be extended at the discretion of the Assistant Chief Executive on receipt of an acceptable application from the Lessee.
26. That the lease will contain any further terms and conditions deemed appropriate by the Law Agent.
27. Please note no agreement enforceable at Law is created or is intended to be created until an exchange of contracts has taken place.

The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

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

Paul Clegg

Executive Manager

Date: 9th February 2022