

Development Department,
Civic Offices.

24th March 2022

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

Meeting: 20th April 2022

Item No.

**With reference to the proposed grant of a lease of the premises 12-16
Walkinstown Green, Walkinstown, Dublin 12**

By way of Temporary Convenience Letting dated 1st January 2013, a site at Walkinstown Green, shown outlined on Map Index SM2012-0670, was granted to Walkinstown Association for People with an Intellectual Disabilities Limited t/a Walk With You for a period 10 years from 1st January 2013 at a rent of €10,000 per annum abated to €1.00 (one euro) per annum provided the premises was used as a multi-functional community resource centre to support the needs of people with intellectual disabilities. The agreement is due to expire on 31st December 2022.

The tenant has advised that a fundamental part of their sustainability has been funding received from the Community Services Programme (CSP) operated through POBAL. All CSP projects were extended to 31st December 2021 due to the Covid 19 Pandemic. However the tenant was informed that they were required to submit a renewal application by the end of September 2021 for the period 2022 – 2025 and a requirement of funding is that they hold a long term lease on the property. As their current agreement will expire on 31st December 2022 it is proposed to grant a new lease of the premises for a period of ten years on the basis that the group will surrender the residue of the existing Temporary Convenience Letting dated 1st January 2013.

Accordingly it is proposed to grant a lease to Walkinstown Association for People with an Intellectual Disabilities Limited t/a Walk With You, (also known as WALK) subject to the terms and conditions set out below:

1. That the Lessee shall be granted a new 10 year lease from the date of execution of the agreement.
2. That the Lessee shall agree to surrender their existing Temporary Convenience Letting dated 1st January 2013.
3. That the subject property is shown outlined in red on the attached map Ref: SM2021-0688, and is more particularly described as No. 12, part of No. 14 (at the rear), part of No. 16 (at the rear) and the former rent office at ground floor between No's 12 & 14 Walkinstown Green with a wayleave to Eircom coloured yellow.
4. That the Lessee shall sign a Deed of Renunciation
5. The demised premises shall be used as a multi-functional community resource centre to support the needs of people with intellectual disabilities and other members of the local community.

6. The market rent shall be €45,000 (Forty five thousand euro) per annum, plus VAT (if applicable).
7. That the market rent shall be abated to €200 (Two hundred euro) per annum, plus VAT (if applicable), provided the property continues to be used solely for a multi-functional community resource centre to support the needs of people with intellectual disabilities and other members of the local community.
8. That a rent review of both the market rent and abated rent at the expiration of year 5 shall be calculated with reference to the Consumer Price Index.
9. That the Lessee shall be responsible for all outgoings including rates, charges, taxes, utilities and any charges that may become payable on the demised premises during the lease.
10. That the Service Level Agreement (SLA) covering the services to be provided, the hours of opening and general access by the community, shall be concluded during legal negotiations and before finalisation of the lease agreement.
11. That the Lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises.
12. That the Lessee shall be responsible for the payment of all utilities and maintenance charges – including installed security system etc.
13. The Lessee shall be responsible for fully insuring the premises and shall indemnify the Lessor 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 €6.5million, and Employer Liability Insurance in the sum of €13million, 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.
14. That the Lessee shall keep the property in good condition and repair during the term of the Lease and not carry out any internal or external alterations without the prior consent of the Lessor.
15. That upon termination of the Lease, the Lessee shall at its own expense remove all materials not belonging to the Lessor and shall leave the property clean and cleared to the satisfaction of the Lessor.
16. That the Lease shall include any other conditions as are deemed appropriate by the Law Agent.
17. That in the event of the property ceasing to be used for the agreed user as outlined in Condition No 5, the property shall revert to the Lessor free of charge.

Paul Clegg

Executive Manager