

April 2022

To the Chairperson and Members of
The Central Area Committee

Meeting: 10 May 2022

Item No:

With reference to the lease of the property known as Dance House, Liberty corner, Foley Street, Dublin 1 to Dance Ireland

Dublin City Council constructed a Dance Centre at Liberty Corner on the junction of Foley Street/James Joyce Street. It has an area of approximately 1,680 sq m and is shown outlined red on Map Index No. PD2006-0131.

It is now proposed to lease the property known as Dance House, Liberty Corner, Foley Street Dublin 1, to Dance Ireland, subject to the following terms and conditions, which the Chief Valuer has recommended as fair and reasonable:

1. That Dublin City Council are prepared to grant Dance Ireland a 10 year lease of the subject property known as Dance House, Liberty Corner, Foley Street, Dublin 1.
2. That the lease will be effective from a date to be agreed.
3. That the property is for the exclusive use of Dance Ireland for its activities relating to the development and support of dance only.
4. That the Market Rent for the property is the sum of €240,000 (two hundred and forty thousand euro) per annum, abated to €10,000 (ten thousand euro) per annum (plus Vat if applicable), exclusive of all outgoings, provided the property remains exclusively occupied by Dance Ireland to provide their services.
5. That the lease will provide for a Rent Review at the end of the fifth year, the abated rent will be reviewed in line with changes to the Consumer Price Index.
6. That Dance Ireland will sign to a Deed of Renunciation, foregoing landlord and tenant renewal rights.
7. That Dance Ireland will be responsible for the payment of all outgoings including service charges, rates, taxes, electricity, insurance, waste, water and any other charges that may become due on the leased area during the period of the lease.
8. That Dance Ireland and the Arts Office will agree a method of apportioning the utility bills locally as applicable.
9. That the letting will be on an FRI (Full Repairing and Insuring) basis. That Dance Ireland will be responsible for the maintenance and repair of the demised property to include structural and mechanical works with the agreement of the Arts Office.
10. That Dance Ireland is required to indemnify Dublin City Council with 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.

11. That Dance Ireland will enjoy exclusive use of the property known as Dance House and have a right of access to the shared services, equipment and metres in the shared pump-room through Dublin City Council's Arts Office building subject to prior authorisation.

The agreement shall contain such other covenants and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

Paul Clegg
Executive Manager

25 April 2022
Date