

**The Chairman and Members of
North West Area Committee.**

Meeting: 19th July 2022

Item No: 5

With reference to the proposed grant of a 3 year Short Term Business Letting of Workshop 3, & 4 Poppintree Neighbourhood Centre, Ballymun, Dublin 9, to Poppintree Environmental Project Limited.

Poppintree Environmental Project Limited held a Short Term Business Letting for 3 years of Workshops 3 & 4 Poppintree Neighbourhood Centre Ballymun, Dublin 9, shown outlined red and coloured pink on Map Index Number: SM-2016-0127 and Map Index Number: SM-2016-0128 respectively. The 3 Year Short Term Business Letting terminated on the 31st March 2022.

Poppintree Environmental Project Limited are very good tenants and provide educational and training facilities in the community. In Order to support the continuance of this service, it is proposed to grant another 3 Year Short Term Business Letting to Poppintree Environmental Project Limited subject, to the following terms and conditions.

1. That the subject Property comprises Workshops 3 & 4 located at the rear of Poppintree Neighbourhood Centre, Ballymun, Dublin 11 which are shown outlined in red and shaded pink on attached copy maps, SM-2016-0127 & SM-2016-0128.
2. That the Short Term Business Letting shall be for a term of three years from the 1 April 2022.
3. That the subject property shall be used solely for office & storage areas connected with the Poppintree Environmental Project Limited. Permitted opening hours 9 am to 8 pm.
4. That the rent shall be €12,000 (twelve thousand euro) per annum, abated to €200 (two hundred euro) per annum, subject to compliance with the user clause at term 3 above.
5. That the Tenant shall be responsible for all outgoings associated with its use of the subject property including, inter alia, service charges, taxes, rates, utilities and waste disposal.
6. That the Tenant shall be responsible for fully repairing and insuring the subject property.
7. That the Tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of

€6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.

8. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
9. That the Tenant shall not assign or sublet the subject property. The abated rent is strictly personal to Poppintree Environmental Project Limited.
10. That the Tenant shall not carry out any structural alterations or erect any external signage without the prior written consent from the Landlord.
11. That the Tenant shall leave the subject property clean and cleared upon termination of this Short Term Business Letting Agreement.
12. That the Tenant shall abide by all protocols, systems and procedures laid down by Dublin City Council.
13. That the Tenant shall sign a Deed of Renunciation.
14. That the Tenant shall be responsible for the payment of any Stamp Duty that may arise on the creation of this lease.
15. That each party shall be responsible for their own fees and costs incurred in this matter.

This Short Term Business Letting will be subject to any other terms and conditions as deemed appropriate by Councils Law Agent.

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

Acting Executive Manager