

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

Meeting: 21st February 2023.

Item No: 7

With reference to the proposed grant of a 5 Year Lease in Our Lady's Nursery, 121 Sillogue Gardens, Ballymun, Dublin 11.

Under Indenture of lease dated 1st January 2015, Our Lady's Nursery Ballymun Company Limited By Guarantee, 121 Sillogue Gardens, Ballymun, Dublin 11, have occupied the premises shown on Map Index No SM-2019-1180, for 5 years from the 1st January 2015 to the 31st December 2019. This was a purpose built building which was built by Ballymun Regeneration Limited as part of the regeneration of Ballymun.

Our Lady's Nursery Ballymun Company Limited By Guarantee, run a crèche for the community of Ballymun. All Children are recommended by the HSE and it provides a vital service in the Area.

The City Valuer's have agreed terms and conditions and The City Council proposes to grant a further 5 year lease of the premises to Our Lady's Nursery Ballymun Company Limited By Guarantee subject to the following terms and conditions:

1. That the demised premises comprises a two storey crèche located at 121 Sillogue Gardens, Ballymun, Dublin 11 and which is shown outlined in red on attached map SM-2019-1180. The tenant shall also have emergency access to the rear lane, but has no entitlement to access or park on the lane, which is shown in yellow on map SM-2019-1180.
2. That the lease shall be for a term of five years commencing on the 1 January 2020.
3. That the demise shall only be used in compliance with the tenant's charitable status for the provision of childcare facilities and incorporates a variety of childcare options as defined under the Childcare Pre-School Services Regulations 1996, as amended.
4. That the commercial rent shall be the sum of **€85,000 (eighty five thousand euro)** per annum, abated to **€200 (two hundred euro)** per annum, plus VAT (if applicable), subject to compliance with the user clause at term 3 above. The commercial rent shall apply if the property is used as a commercial crèche.
5. That the tenant shall be responsible for external, internal, repairs and insurance together with all plant (including lift), plate glass, outdoor play areas and boundaries. The tenant shall notify the Council immediately of any structural or building damage.

The tenant shall engage a suitably qualified and insured building surveyor to inspect the roof twice yearly and report any damage or defects to the Council immediately.

6. That the tenant shall be responsible for carrying out all necessary statutory inspections of the lift and prior written notice of these inspections shall be provided to the Council's Property Management Section.
7. That the tenant shall be responsible for the payment of rates, utilities, waste disposal, taxes and all other charges for the demise.
8. That the Council shall insure the building and the tenant will pay the building insurance costs, if demanded.
9. 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.
10. That the Tenant shall ensure that its use and occupation of the demise complies with all statutory consents.
11. That the Tenant shall not assign or sublet the subject property. The abated rent is strictly personal to Our Lady's Nursery Ballymun Company Limited By Guarantee.
12. That the tenant shall not carry out any structural alterations or erect any external signage without the prior written consent from the Landlord.
13. That the tenant shall leave the subject property clean and cleared upon termination of this lease.
14. That either party may terminate the lease at any time provided that six months prior written notice be given.
15. That the tenant shall sign a Deed of Renunciation prior to the commencement of this lease.
16. That the tenant shall be responsible for the payment of any Stamp Duty that may arise on the creation of this lease.
17. That each party shall be responsible for their own fees and costs incurred in this matter.

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 is intended to be created until exchange of contracts has taken place.

Máire Igoe

Acting Executive Manager