

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

Meeting: 18th April 2023

Item No: 7

With reference to the proposed grant of a 5 Year Short Term Business Lease in Shangan Nursery, Shangan Neighbourhood Centre, Ballymun, Dublin 9.

Since September 2014, Ballymun Child and Family Resource Centre Limited has been in occupation of Shangan Nursery, Shangan Neighbourhood Centre, Ballymun, Dublin 9, outlined red and coloured pink on Map Index No. SM-2014-0548. The company provides a number of community services for adults and children in area.

In order to facilitate the continuance of the company's services in the area and to regularise the occupation of the property, it is proposed to grant a licence to the Ballymun Child and Family Resource Centre Limited subject to the following terms and conditions.

1. That the subject property comprises the self-contained Shangan Nursery unit in Shangan Neighbourhood Centre, Ballymun, Dublin 9. The subject premises are shown outlined in red on the attached map Index No. SM-2014-0548. A final disposal map for this transaction shall be prepared by Dublin City Council.
2. That the Lease shall be for a period of five years commencing on the 27th February 2021. The Lease will have a mutual break option at the end of year three. At least six months' written notice must be given in relation to the break option.
3. That the subject property shall be used solely for community, educational and training purposes.
4. That the market rent is €55,000 (fifty five thousand euro) per annum plus VAT (if applicable) which shall be abated to the following amounts and subject to compliance with the above user clause (no. 3). :
 - i. €3,350 (three thousand, three hundred and fifty euro) plus VAT (if applicable) for Year 1 commencing retrospectively from the 27th February 2021.
 - ii. €4,000 (four thousand euro) plus VAT (if applicable) for Year 2
 - iii. €4,500 (four thousand and five hundred euro) plus VAT (if applicable) for Year 3
 - iv. €5,000 (five thousand euro) plus VAT (if applicable) for Year 4 & 5 inclusive.

The abated rent is strictly personal to the Ballymun Child and Family Resource Centre Limited.

5. That the Tenant shall not assign or sublet the subject property.
6. That the abated rent shall be payable monthly in advance.
7. That the Tenant shall be responsible for all outgoings associated with its use of the subject property including inter alia rates, taxes, utilities, service charges and any other charges including building insurance cost.
8. That the Tenant shall be responsible for the repair, upkeep and maintenance of the property, including windows, doors and all plate glass. Any necessary structural repairs shall only be undertaken in consultation with, and with the written approval of Dublin City Council.
9. That the Tenant shall indemnify the Council against all claims as a result of their use and occupation of the subject property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million).
10. That the Shangan Nursery is a stand-alone building, it will be separated from the remit of the management company (Shangan NC Management Company CLG) upon the pending Multi Unit Development Act 2011 transfer of the adjoining Shangan Neighbourhood Centre. The transfer is processing, but there is no fixed date for completion. On this point:
 - I. That the Tenant shall continue to be liable for the payment of service charge to the management company up to the date of separation.
 - II. That the building insurance is currently provided by the management company and covered through the service charge.
 - III. That upon the separation, Dublin City Council shall take over the provision of building insurance for the property. From that point, the Tenant shall be liable to reimburse the insurance premium to the Council by way of an insurance rent which shall be charged annually.
11. That in the event Ballymun Child and Family Resource Centre CLG secure planning permission/exempted development for a garden-room/shed structure to the rear of the property (hatched in green on the attached indicative floor plans), the following will apply:
 - I. Ballymun Child and Family Resource Centre CLG will furnish Dublin City Council for their approval full details regarding the proposed structure including the materials and finishes being used. Once Dublin City Council have given landlords approval to the proposed development Ballymun Child and Family Resource Centre CLG will develop the new structure in compliance with all statutory requirements.
 - II. It is agreed that the garden-room/shed structure will not be considered part of the demised premises for property management/insurance purposes. That the Tenant will be responsible for all repairs and maintenance associated with the structure. That the tenant shall indemnify the Council against all claims as a result of their use and occupation of the subject property and shall arrange for insurance cover as follows: Public Liability Insurance (minimum of €6.5 million)

and Employers Liability insurance (minimum of €13 million) as well as the appropriate Building Insurance.

12. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
13. That the permitted business hours shall be 8.30am to 9.30pm, Monday to Friday (occasional weekend use permitted).
14. That the Tenant shall not erect any sign or advertisement on the premises.
15. That upon expiry of the Lease, the Tenant shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the Council.
16. That the Tenant shall sign a Deed of Renunciation to a New Tenancy.
17. That each part shall be responsible for their own fees and costs in this matter.

The lease 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