

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

**Meeting: 20<sup>th</sup> June 2023**

**Item No: 9**

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**With reference to the proposed grant of lease of Unit 3, Shangan Neighbourhood Centre, Ballymun, Dublin 9.**

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An application has been received from Star Project Ballymun CLG for the use of Unit 3, Shangan Neighbourhood Centre, Ballymun, Dublin 9 in connection with its community, youth and family support activities.

Terms and conditions have now been agreed with Star Project Ballymun CLG in respect of the grant of a ten year lease of Unit 3 which is shown outlined in red and coloured pink on attached Map Index No.SM-2022-0537.

It is therefore proposed that a lease be granted to Star Project Ballymun CLG subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the demised premises comprises Unit 3, Shangan Neighbourhood Centre, which is a self-contained ground floor retail unit shown outlined in red and coloured pink on attached Map Index No.SM-2022-0537.
2. That the lease shall be for a term of ten (10) years commencing as soon as practically possible.
3. That the subject premises shall be used solely as a community, youth and family support facility on non-profitable basis.
4. That, if required, the proposed tenant shall lodge a Planning Application in respect of the subject unit use, at their own cost, with the consent of Dublin City Council, within four weeks of Council approval, or as soon as practically possible on a date mutually agreed between the parties. The tenant shall be permitted to lodge one planning application only (if planning permission required).
5. That all fit out works shall be agreed in writing with the Council's Architect prior to the commencement of such works.
6. That the tenant shall carry out all fit out works at its own cost and that all fit out works and use of the property shall comply with all necessary statutory consents.
7. That the commercial rent for the first five years of the term shall be €14,000 (fourteen thousand euro) plus VAT (if applicable) per annum. The Tenant shall pay an abated rent of €200 (two hundred euro) plus VAT (if applicable) per annum for the first five years of the term, payable quarterly in advance by standing order or electronic funds transfer, provided that the user clause at Term 3 above is complied with.

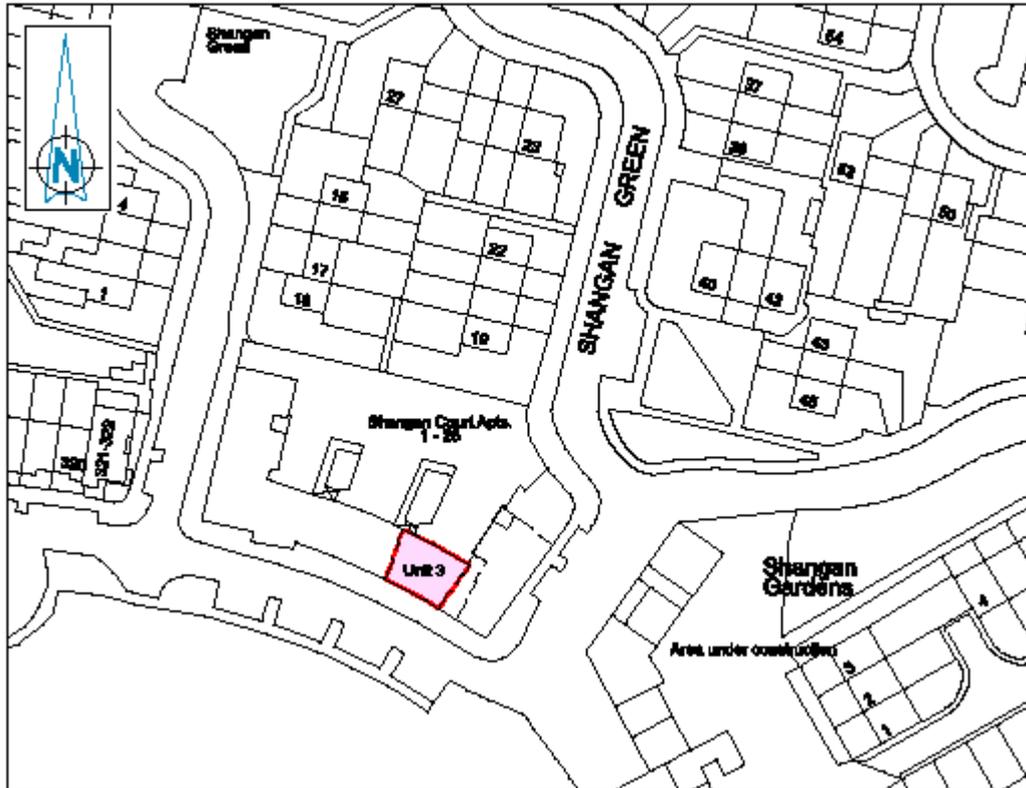
8. That the commercial rent and the abated rent shall be subject to review at the end of year five.
9. That there is a mutual break option at the end of year two (2), five (5) and seven (7) of the lease, subject to six months' notice in writing, no penalties will apply.
10. That the Tenant shall be responsible for fully repairing and insuring the demise including all glass windows and doors.
11. That the Tenant shall be responsible for the payment of rates, service charges, utilities, taxes and all other charges for the demised premises.
12. That the Tenant shall not assign or sublet the demise or any part thereof without the prior written consent of Dublin City Council.
13. That the tenant shall respect the right to quiet enjoyment of the residential units located in the Neighbourhood Centre.
14. That the abated rent is strictly personal to the tenant and shall not apply to any assignee.
15. That in the event of the Tenant ceasing to exist, Dublin City Council reserves the right to terminate the lease and take possession of the demise. In the event that a sub tenant ceases to exist, the Council reserves the right to terminate the sub lease and take possession of the demise.
16. That the Tenant shall not carry out any structural alterations without the prior written consent of Dublin City Council.
17. That the Tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Tenant shall hold Public Liability Insurance (minimum of €6.7 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
18. That the Tenant shall sign a Deed of Renunciation prior to the granting of this lease.
19. That the Tenant shall be responsible for the payment of any Stamp Duty and VAT liability that may arise on the creation of this lease.
20. That each party shall be responsible for their own fees and costs incurred in this matter.
21. That the lease agreement shall contain covenants and conditions as normally contained in agreements of this type.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

**Máire Igoe**  
**Máire Igoe**  
**Acting Executive Manager**

**9/6/23**  
**Date**



**SHANGAN NEIGHBOURHOOD CENTRE, SHANGAN ROAD, BALLYMUN, DUBLIN 9 - Unit 3**

*Dublin City Council to Star Project Ballymun CLG*

*Grant of 18 year lease*

*Area 110.8 sq. metres approx.*



Comhairle Cathrach  
Bhailé Átha Cliath  
Dublin City Council

**An Roinn Comhshaol agus Iompair  
Rannán Sulbhéireachta agus Léarscálithe**  
Environment and Transportation Department  
Survey and Mapping Division

<b>CLG REF</b> 3131-18,3132-11	<b>SCALE</b> 1:1000 @ A4
<b>DATE</b> 25-01-2023	<b>SURVEYED / PRODUCED BY</b> Pillcáin

<b>INDEX No</b>	<b>CLG</b>	<b>REV</b>
<b>FILE NO</b>	F:ISM-2022-0537 - 001 - B.dgn	

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
DUBLIN CITY COUNCIL FROM ORIGINATE SURVEY DATA. MAPS AND  
SURVEY, SURVING AND RELATED FEES/CHARGES APPROVED

**Dr JOHN W. FLANAGAN**  
CEng FIEI FICE  
CITY ENGINEER

**APPROVED**  
**THOMAS CURRAN**  
ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

**INDEX No.**  
**8M-2022-0537**  
Rev. B