

To the chairperson and members of  
the North Central Area Committee

27/09/2023

Meeting: 16<sup>th</sup> October 2023

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**Proposed grant of a 10 year lease of Unit 2A, Block 19, New Priory, Hole in the Wall Road, Dublin 13 to RGAM Limited t/a Barber Co.**

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In accordance with the planning permission granted for the New Priory development, four retail units were constructed and made available for letting.

The units were advertised for letting by Mason Owen and Lyons, Estate Agents on behalf of Dublin City Council and the Chief Valuer has now reported that agreement has been reached for the proposed letting of Retail Unit 2A, Block 19 to RGAM Limited t/a Barber Co, subject to the following terms and conditions which he recommends to be fair and reasonable:

1. That the demised property comprises of the ground floor only of the subject property shown outlined in red on the attached SM-2023-0531-002. The property extends to an area of 34 sq.m GIA.
2. That the Lessor will be prepared to grant a 10 year lease to the Lessee commencing on the subsequent day to legal documents being completed and signed.
3. That the rent shall be €12,000 (twelve thousand euro) per annum. VAT does not apply.
4. That the Lessee shall pay the Lessor a deposit equating to €6,000 (six thousand euro). The Lessor shall return 50% of the deposit equating to €3,000 (three thousand euro) to the Lessee at the end of Year 3, provided all rent and outgoings are paid up to date. The remainder of the deposit €3,000 (three thousand euro) shall be held by the Landlord for the duration of the lease.
5. That the Lessor shall grant the Lessee a break option at the end of Year 5 subject to 6 months written notice.
6. That the Lessee shall be granted a rent free period of 6 months from the date of possession. For the avoidance of doubt, the rent-free period does not apply to the obligations to pay other property costs (Rates, Utilities etc).
7. That the rent shall be exclusive of all outgoings and payable monthly in advance by direct debit mandate.
8. That the rent shall be reviewed at the end of Year 5 of the lease to market rental value.
9. That the Lessee shall be responsible for all outgoings including rates, charges and fees that may become payable on the subject property during the term of the lease.

10. That the demised property area is to be used as a barbers with the ancillary sale of associated products only. The Lessor shall not permit the demised property to be used for any other purposes nor be permitted to sell or consume alcohol on the premises.
11. That the Lessee shall be responsible for utilising Bin Store 4 shown on SM-2023-0531-002 for the proper storage and disposal of waste.
12. That the Lessee shall request in writing if they wish to carry out any works to the demised property, subject to approval by the Lessor. These works will be funded by the Lessee.
13. That the Lessee shall take out and produce to Dublin City Council, Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro), for any incident with a recognised Insurance Company with offices in the State, and the policy shall indemnify the Council against all liability as owner of the property.
14. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised property.
15. That the Lessor shall be responsible for the insurance of the structure.
16. That the Lessee shall be responsible for the service charge payable for the property. The current total amounts to €481.72 per annum. The service charges are subject to annual change.
17. That the Lessee shall be responsible for the payment of rates when applicable. The unit has not yet been rated.
18. That the unit shall be handed over in its current condition. For avoidance of doubt the Lessee shall be responsible for all works and fit-out to the property including any connection fees etc.
19. That the Lessee shall be responsible for any application and costs associated with any planning applications related to the property for signage, change of use etc.
20. That the Lessee will ensure that the highest levels of Health and Safety Standards apply to the use of the demised property and ensure compliance with all relevant legislation.
21. That the Lessee shall keep the leased property in a reasonably tidy condition during the lease period.
22. That the Lessee shall not make any material changes to the property without the Lessor's written consent.
23. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
24. That prior or at the termination of the lease the Lessee shall, at its own expense, remove all materials not belonging to the Council and shall leave the demised property in a clean and tidy condition to the satisfaction of the Council and to bear cost (if any) incurred by the Council in making good any damage caused. A photographic survey will be appended to the lease.

25. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised property at all reasonable times.
26. That the Lessee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
27. That the Lessee is to notify the Lessor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
28. That the Lessee shall be responsible for the repair and maintenance of the demised property.
29. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
30. That the Lessee shall not assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject premises during the term of the lease.
31. That in the event of the Lessee failing to comply with any of the terms and conditions herein contained, the Council may revoke the lease by giving the Lessee one month's notice in writing.
32. That the Lessee shall be responsible for any taxes or charges which might fall due from the creation of the lease.
33. That each party shall be responsible for their own fees in this matter.
34. That the lease shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.
35. The Land Development Agency have decided not to acquire the premises for the purposes of section 53(4) of the Land Development Agency Act 2021.

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

*Máire Igoe*

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**Máire Igoe**  
**A/Executive Manager**

**5/10/2023**

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**Date**