

5th December 2023

To the Chairperson and Members of
the South Central Area Committee

Meeting: 17 January 2023

Item No:

Lease of ground floor Creche at Thornton Heights, Inchicore, Dublin 8 to the Family Resource Centre CLG

Dublin City Council own the ground floor crèche facility at Thornton Heights, Inchicore, Dublin 8. The Family Resource Centre CLG held a four year 9 month lease commencing 2nd January 2018 of the ground floor crèche premises. The South Central Area Office has recommended that a further lease for 5 years of the crèche premises in the Thornton Heights development be granted to the Family Resource Centre CLG of the area outlined in red and coloured pink on Map Index No. SM-2023-0670.

Agreement has been reached with the Family Resource Centre CLG, subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject property comprises a single storey purpose-built crèche unit shown outlined in red and shaded pink, plus shared use of the area shaded yellow, on the attached copy map SM-2023-0670.
2. That the Lessor shall grant a **5 year lease** to the Lessee effective from October 1st 2022.
3. That the annual market rent shall be **€80,000 (eighty thousand euro)** per annum, VAT not applicable, **abated to €200 (two hundred euro)** per annum, VAT not applicable, provided the demised premises is used as a community crèche and afterschool facility. Should the premises cease to be used by the Lessee for this purpose, the above open market rent shall apply as determined by the City Valuer.
4. That the rent shall be exclusive of all outgoings and payable monthly in advance by direct debit mandate.
5. That the Lessee be responsible for all outgoings, including rates, utility bills, taxes, insurance, waste charges or any water charges etc. which may be payable on the demised premises.
6. That the demised premises is to be used as a community crèche and afterschool facility only. The Lessor shall not permit the demised premises to be used for any other purposes nor be permitted to sell or consume alcohol on the premises.
7. That the lease may be terminated by either party upon giving one month's prior written notice.
8. That the Lessee shall not make any material changes to the property without the Lessor's written consent.

9. That the Lessee shall request in writing if they wish to carry out any works to the demised premises, subject to approval by the Lessor.
10. That the Lessee shall be responsible for fully insuring the demised premises. 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 Dublin City Council against all liability as owner of the property.
11. That the Lessor shall be responsible for the insurance of the structure.
12. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised premises.
13. That the Lessor shall be responsible for the external repairs and maintenance of the demised premises.
14. That the Lessee shall be responsible for the internal repairs and maintenance in respect of the demised premises.
15. That the Lessee shall be responsible for the service charge payable for the property. The current amount per annum is to be confirmed. The service charges are subject to annual change.
16. That the Lessee shall be responsible for the payment of rates when applicable. The unit has not yet been rated.
17. That the Lessee will ensure that the highest levels of Health and Safety Standards apply to the use of the demised area and ensure compliance with all relevant legislation.
18. That the Lessee shall keep the leased area in a reasonably tidy condition during the lease period.
19. That the Lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
20. That prior to 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 premises 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 and schedule of condition shall be carried out by the Lessor and will be appended to the lease.
21. That the Lessee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
22. 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.
23. 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.
24. That the Lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
25. 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 without obtaining the written consent of Dublin City Council.

26. That the Lessee shall comply at all times with the requirements of all present and future Waste Management and Litter Pollution legislation.
27. 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.
28. That the Lessee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the lease.
29. That each party shall be responsible for their own fees in this matter.
30. That the lease shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.

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

Maire Igoe
Maire Igoe
A/ Executive Manager

14/12/2023
Date