

04/01/2024

To the Chairperson and Members of
The South Central Area Committee

Meeting: 17/1/2024

Item No:

Lease of the Muriel Boothman Centre, Ballyowen House, Fonthill Road, Clondalkin, Dublin 22.

Clondalkin Addiction Support Programme Company Limited by Guarantee has been in occupation of the site outlined in red on map index number SM-2023-0556 since circa 1994, facilitated and funded by the HSE, however no occupancy agreement has been completed with the group to date.

Therefore, it is proposed to grant a lease of this site to Clondalkin Addiction Support Programme Company Limited by Guarantee subject to the following terms and conditions which the Chief Valuer considers to be fair and reasonable:

1. The demised premises comprises the Muriel Boothman Centre, Ballyowen House, Fonthill Road, Clondalkin Dublin 22 which is shown outlined in red on the attached map index number SM-2023-0556.
2. The lease shall be for a term of twenty years commencing on the execution of the legal documents.
3. A wayleave shall be granted to Uisce Éireann over the area coloured yellow surrounding the blue Water Mains pipe on the attached map index number SM-2023-0556.
4. A wayleave shall be granted to Gas Networks Ireland over the area coloured yellow surrounding the red gas pipe on the attached map index number SM-2023-0556.
5. A wayleave shall be granted to the ESB over the area coloured yellow surrounding the orange ESB pipe on the attached map index number SM-2023-0556.
6. The permitted use is a community addiction treatment centre.
7. The commercial rent for the first five years of the term shall be €60,000 (sixty thousand euro). No VAT is applicable. The Tenant shall pay an abated rent of €200 (two hundred euro) per annum, no VAT applicable, for the first five years of the term, payable quarterly in advance by standing order or electronic funds transfer, provided the user clause at term 6 above is complied with.
8. The commercial rent and the abated rent shall be subject to review at the end of year five.

9. The Tenant shall be responsible for fully repairing and insuring the demised property.
10. The Tenant shall be responsible for the payment of rates, service charges, utilities, taxes and other charges for the demised property.
11. The abated rent is strictly personal to the Tenant and shall not apply to any assignee.
12. The Tenant shall not permit encroachment on any part of the demised property to occur. Upon the commencement of this lease, a temporary licence subject to a nominal licence fee and a Deed of Renunciation shall be granted by the Tenant to the Mens Shed Group, who are currently using the rear garden.
13. With the exception of the Mens Shed Group specified in Term 12 above, the Tenant shall not assign or sublet the demised property or any part thereof without the prior written consent of Dublin City Council.
14. The Tenant shall sign a Deed of Renunciation prior to the granting of this lease.
15. In the event of the Tenant ceasing to exist, Dublin City Council reserves the right to terminate the lease and take possession of the demised property.
16. The Tenant shall not carry out any structural alterations without the prior written consent of Dublin City Council.
17. The Tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. The Tenant shall hold building insurance, plant insurance, Public Liability insurance (minimum of €6.5 million) and Employers Liability insurance (minimum of €13 million) and contents insurance.
18. The Tenant shall be responsible for the payment of any Stamp Duty that may arise on the creation of this lease.
19. 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 intended to be created until an exchange of contracts has taken place.

Máire Igoe

8/1/2024

Máire Igoe
Acting Executive Manager

Date