

To the Chairperson and Members of
The South Central Area Committee

Meeting: 21st February 2024

Item No:

Grant of a 3 Year Short Term Letting at 81, The Coombe, Dublin 8 (Ground Floor) to Shannon's Hopeline CLG.

The South Central Area Office has instructed the Disposals Section to grant a three year Short Term Letting to Shannon's Hopeline CLG for the use of the ground floor unit at 81 The Coombe, Dublin 8, as shown outlined in red and coloured pink on Map Index SM-2023-0646.

Shannon's Hopeline CLG are operating since 2017 and provide a low-cost counselling service for children and young people age 4 to 25years, a mental wellness program for teenagers and support for parents through low-cost counselling or group counselling.

The property will act as a base for a social enterprise that the founders of Shannon's Hopeline CLG intend to launch with the goal of generating income for the provision of support and access to counselling to young people and families in difficulty, specifically in the Dublin City area. While they have received support from local residents and businesses alike, the fundraising landscape has become increasingly challenging particularly with the cost-of-living pressures many families are facing and therefore, launching this social enterprise with a view to securing income for the charity's primary activities has become an urgent priority for their Board.

Agreement has been reached with Shannon's Hopeline CLG, subject to the following terms and conditions which the City Valuer considers fair and reasonable:

1. That Shannon's Hopeline CLG shall be granted a 3 year Short Term Letting of the subject property. The demised premises are outlined in red and coloured pink on Map Index SM-2023-0646.
2. That the market rental value shall be a sum of €15,000 (fifteen thousand euro) per annum, exclusive of all outgoings.
3. That the annual rent shall be abated to €200 (two hundred euro) per annum, no VAT applicable, exclusive of all rates and taxes provided the subject property is used for non-profit making community purposes only.
4. That the Lessee shall be responsible for all outgoings including rates, charges, fees and any charges that may become payable on the demised premises during the period of the Short Term Letting.

5. That the property will be used as a base for a social enterprise for Shannon's Hopeline CLG. It will be used as a takeaway coffee shop/mental health services from 8:00am - 2:00pm and counselling services from 2:00pm until 9:00pm Monday to Friday.
6. That the Lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises without prior consent of the Council.
7. That the Lessee shall keep the demised premises in a good state of repairs and carry out all maintenance and repairs.
8. That the Lessee shall indemnify Dublin City Council against any and all claims arising from its use of the subject premises. The lessee shall take out and produce Public Liability Insurance to the sum of €6.5million and Employer Liability Insurance in the sum of €13 million for any incident with an insurance company authorised by the Central Bank of Ireland to operate in the Republic of Ireland and the policy shall indemnify the Council against all liability as owner of the property.
9. That in the event that the demised premises cease to be used for community purposes it shall refer back to the Council free of charge.
10. That the Lessee shall undertake not to commit or not to allow others to commit any act constituting nuisance on the subject premises and ensure the proposed operations do not interfere with the quiet enjoyment of the residential amenity of the adjoining area.
11. That the Lessee shall sign a Deed of Renunciation.
12. That each party shall be responsible for their own legal fees in this matter.
13. That the lease shall include any amendments and/or other conditions as deemed appropriate by Dublin City Council Law Agent.
14. That the above proposal is subject to the necessary consents and approvals being obtained.

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

07/2/2024

Máire Igoe
Acting Executive Manager

Date