

To the Chairperson and Members of  
The South East Area Committee

Meeting: 8<sup>th</sup> July 2024

27/6/2024

Item No:

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**Proposed 5 year Lease of The Kiosk, 116B Orwell Road, Dublin 6 to Millhouse Coffee Ltd t/a Morilles Coffee**

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The Planning and Property Development Department engaged in a project with colleagues in City Architects to carry out the structural remediation, refurbishment and redevelopment of the Kiosk and vacant former Public Convenience at 116B Orwell Road, Dublin 6. The outcome of this project is an amalgamated and extended structure to builders finish suitable for leasing for a coffee/retail unit. It is anticipated that the remaining works at the unit will be complete in the coming weeks and the unit will be available for fit out works accordingly. In preparation for the completion, Dublin City Council has marketed the unit and agreement has been reached with Millhouse Coffee Ltd t/a Morilles Coffee to lease the Kiosk, 116B Orwell Road, Dublin 6 subject to the following terms and conditions which the City Valuer considers fair and reasonable;

1. That the property is the Kiosk, 116B Orwell Road, Dublin 6 measuring approximately 52 sqm, as set out in the GIS location map attached. A final map will be generated on completion of the works and will be appended to the lease.
2. That Dublin City Council shall grant Millhouse Coffee Ltd t/a Morilles Coffee a lease for a term of 5 years, commencement date to be agreed.
3. That the rent shall be €25,000 per annum payable quarterly in advance. VAT is not applicable.
4. That the Lessor shall be responsible for the payment of water rates. All other costs will be the responsibility of the Lessee including local authority rates for the term of the lease.
5. That the Lessee shall sign a Deed of Renunciation, thereby foregoing any rights of renewal at lease end. In this regard, the Lessee will be required to obtain independent legal advice.
6. That the permitted use shall be as a café.
7. That the toilet facility shall be for the use of customers and the general public. The Lessor shall be responsible for the cleaning, maintaining and stocking of the toilet facility. For the avoidance of doubt, the opening hours of the toilet facility will align with the opening hours of the Kiosk.
8. That the property shall be handed over in shell and core condition with services brought to a point.

9. That the Lessee will provide full details of their intended fit-out and signage to the Lessor for approval, such approval will not be unreasonably withheld. The Lessee's fit out will take no longer than 4 weeks. It will be the Lessee's responsibility to obtain their Fire Safety Certificate and Disability Access Certification (DAC) and to be fully compliant at all times with any statutory, planning or building regulations.
10. That the permitted opening hours shall be between 7am and 7pm seven days a week. The Lessee's intended opening hours are 7am to 5pm seven days per week.
11. That the Lessee shall be required to keep the café open for 360 days per annum for at least 6 hours per day. If the tenant is found to be in breach of the keep open clause, the Lessor may terminate the lease giving 5 days' notice.
12. That the Lessee shall keep the property in good condition and repair during the term of the lease.
13. That the Lessee shall keep the property in a tidy state, clean and free from pests during the term of the lease.
14. That the Lessee clean the roof twice yearly in a manner specified by the Lessor.
15. That upon expiration or sooner determination of the lease, the Lessee shall at their own expense, remove all materials not belonging to Lessor (if the Lessor so require it). A photographic survey/schedule of condition will be provided by the Lessee on completion of the fitout works.
16. That the Lessee shall not operate the premises in a way which increases the consumption of energy or water above that which would be reasonable for the specific purposes for which the tenant uses the premises in accordance with the permitted use.
17. That the Lessee shall use reasonable endeavours to ensure that their product offering / packaging is sustainable and use all reasonable endeavours to eliminate the use of single use plastics
18. That the Lessee shall use reasonable endeavours to minimise the amount of waste which is sent to landfill.
19. That the Lessee shall be entitled to assign the whole of the property or to sub-let the whole of the property, subject to landlord's consent which will not be unreasonably withheld. Assignment of part will not be permitted.
20. That the Lessee shall be responsible for fully insuring the premises and shall indemnify the Lessor against any and all claims arising from its use of the premises. The Lessor 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.
21. That the Lessee shall be responsible for the insurance of the contents and fittings within the demised area.
22. That the Lessor shall insure the structure and charge the Lessee accordingly.
23. That the Lessee shall permit the Lessor, its officers, agents and workmen to inspect the property at all reasonable times. 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.

24. That the Lessee shall notify the Lessor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
25. That the Lessee shall not impede access to the park under any circumstances.
26. That each party shall be responsible for their own legal and agents' costs.
27. That the above proposal shall be by way of Agreement For Lease. The Lessee's Fit out works will be accommodated by way of a License for Works. The 5 year lease will be executed once the Council is satisfied that the agreed fit-out complies with all requirements.

The Land Development Agency has advised that it is not intended to acquire the land for the purposes of Section 53(4) of the Land Development Agency Act 2021 and has notified the Council in writing to this effect.

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

**Maire Igoe**  
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**A/Executive Manager**

**Date: 27/06/2024**