

11<sup>th</sup> June 2019

**To the Chairperson and Members of  
The Central Area Committee**

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**With reference to the proposed grant of a further lease of the Ground Floor Retail Unit and Basement Stores of No. 3 Capel Street, Dublin 1**

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By Indenture of Lease dated 19<sup>th</sup> August 2016 the premises known as the Ground Floor Retail Unit and Basement Stores of No. 3 Capel Street, Dublin, which said premises is more particularly delineated in red and coloured pink on Map Index No. SM-2019-0337, was granted by Dublin City Council to Yue Mei Lin for a period of 3 years commencing on 19<sup>th</sup> August 2016 subject to a rent of €25,000 per annum.

It is now proposed to grant a further 5 year lease to Yue Mei Lin subject to the following terms and conditions:

1. That the subject property is No.3 Capel Street and comprises the property as shown outlined in red and coloured pink on Map Index No SM-2019-0337.
2. That the Council shall dispose of the property by way of a 5 year lease at the rent of €30,000 (thirty thousand euro) per annum, exclusive of rates and outgoings.
3. That the lease shall commence on the 19<sup>th</sup> August 2019.
4. That the lease shall be on a full repairing and insuring basis.
5. The lessee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million), if they have employees, and shall indemnify Dublin City Council against any and all claims for compensation, which may arise from their use of the property.
6. That the rent is to be payable quarterly in advance by direct debit mandate.
7. That the lessee shall be liable for all rates, taxes, charges and outgoings including water and electricity relating to the demised premises.
8. That the lessee shall undertake to not use the property for any other purposes other as a Hair and Beauty Salon.
9. That the basement area shall be used as storage and staff facilitates only.
10. That the lessee will be required to contribute 19.6% towards the annual service charge.
11. That prior to the commencement of the new lease the applicant will clear any outstanding rent and service charge.

12. That the lessee will respect the right to quiet enjoyment of the residential units located above the property.
13. That the lessee shall not erect any signage on the external walls of the building without receiving the prior consent of the Council and full planning permission for same.
14. That the lessee shall not sublet or assign the lease without receiving the prior consent in writing of Dublin City Council, which shall not be unreasonably withheld.
15. That the lessee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
16. That the lessee shall keep the premises in good condition and repair during the term of the lease.
17. That the lessee shall meet each and every requirement of the City Council's Fire Officer and any Health and Safety Officer appointed by the Council, at all times. Failure to comply with this condition shall be a ground for forfeiture of the lease.
18. That upon expiration or sooner determination of the lease, the lessee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
19. That the lease shall contain all the covenants and conditions normally contained in City Council leases of this nature and any other terms and conditions deemed appropriate by the Law Agent.
20. That each party shall be responsible for their own fees in this matter.

**P Clegg**

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**Executive Manager**

**11/6/2019**

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**Date**