Property: Specialist Building 4B, Elm Park Green, Merrion Road, Dublin 4

Requisition Number	New or second hand property in a managed development to which the Multi-Unit Developments Act 2011 does not apply	Reply
37.1		
a.	Is the unit one which either currently or on closing will have the benefit of services provided to it and in respect of which service charges will be levied.	Yes
b.	If so, are or will those services be provided by a management company which levies service charges for those services.	Yes
c.	If so, who are the members of such management company.	The owners of sold buildings in the estate will become members of the management company after shares are allotted
d.	Is the Vendor a member of the management company.	The Vendor is the sole member at present
e.	If so, the Vendor must arrange to have the Purchaser succeed to such membership on closing.	No
37.2		
a.	Furnish a copy of the memorandum and articles of association / constitution (if incorporated on or after 01 June 2015) of the management company.	Agreed
b.	Confirm that the management company remains registered in the Companies Registration Office	Confirmed
c.	Confirm that no petition to wind up the company has been served and that the company is not listed for "strike off".	Confirmed
d.	What was the date of the last annual general meeting of the management company.	6th March 2025

Property: Specialist Building 4B, Elm Park Green, Merrion Road, Dublin 4

e.	Furnish a copy of the last set of annual accounts produced by the management company.	See attached
f.	Can any persons who are not the developer or the owners of units in the development be members of the management company.	No
g.	If so, are any such persons currently members of that company.	N/A
h.	If so, furnish their names.	N/A
i.	Is the Vendor aware of any claim against the management company's funds. If so, furnish details.	No claims that the vendor is aware of
37.3		
a.	Is any service charge levied or to be levied on the basis of the respective letting areas of the units in the development.	The service charge is levied on a pro-rata floor area basis
b.	If not, on what basis is any service charge levied or to be levied.	
c.	Furnish details of the voting rights in the management company.	The Vendor is the sole member
37.4		
a.	Has a firm of managing agents been appointed to manage the development.	Yes
b.	If so, furnish the name of the firm of managing agents.	Colliers
c.	If not, who is currently managing or is intended to manage the development.	N/A
d.	If a firm of managing agents has been appointed is that firm registered with the Property Services Regulatory Authority.	PSRA Licence No. 001223
e.	Has the firm of managing agents been appointed by the developer or the management company	The Vendor

Property: Specialist Building 4B, Elm Park Green, Merrion Road, Dublin 4

f.	Furnish a copy of the agreement under which the managing agents have been appointed.	See attached.
g.	Are there any rules of the management company other than in the title documents and in the memorandum and articles of association / constitution.	Yes
h.	If so, furnish a copy of such rules.	See attached tenant handbook
37.5		
a.	Is there a block insurance policy for the development.	No. Individual blocks are insured by respective owners.
b.	If so, furnish a copy of the policy.	N/A
c.	The interest of any mortgagee of the Purchaser must be noted on the policy before completion and evidenced by letter from the insurance company confirming it will not lapse, cancel or fail to renew the policy without first giving at least 15 days' notice to the mortgagee.	Declined
d.	Is the Vendor aware of any outstanding claim having been made under the policy. If so, furnish details.	The vendor is not aware of any claims
37.6		
a.	Is it intended that the common areas and the reversions to any leases of units in the development be assured to the management company.	Yes
b.	If so, has this been done already.	No
c.	If not, when is it intended to effect such transfer.	In future
d.	If it has already been done, furnish a copy of the assurance to the management company or a copy folio showing the management company registered as owner of the common areas.	N/A
e.	If not, furnish a copy of any contract for the assurance of the common areas and	

	reversionary interests to the management company together with any undertakings from the developer or management company relating to the same.	
37.7		
a.	Has a sinking fund or reserve fund been established.	Yes
b.	If so, furnish the accounts of the fund.	Balance as at 17.08.26 is €107,500
c.	If not, is it intended to establish such a fund	N/A
d.	Is the Vendor aware of any proposal by the management company to carry out works or incur any other expenditure which would substantially alter the level of service charge currently payable. If so, furnish details.	No
37.8		
a.	Furnish a map of the development with the location of the unit marked.	Please see the estate folio title plan and Tailte Eireann compliant map of the Property
b.	Confirm that a standard form of lease or other assurance has been or will be used in respect of each unit assured.	Confirmed
37.9	Furnish on closing:	
a.	Copy letter to the OMC confirming the change in ownership and giving the name and address of the Purchaser.	Confirmed
b.	Written confirmation from the OMC that the service charge has been paid to date	Confirmed

CERTIFICATE OF INCORPORATION AND MEMORANDUM OF ASSOCIATION

2965449/1

Number 349380

DUPLICATE FOR THE FILE

Certificate of Incorporation

I hereby certify that

ELM PARK MILLENIUM ENTERPRISES LIMITED

is this day incorporated under
the Companies Acts 1963 to 2001
and that the company is limited.

Given under my hand at Dublin, this
Thursday, the 25th day of October, 2001

for Registrar of Companies

Certificate handed to/~~posted to~~:*

Signed: _____ *Date:* 26/6/01

**Delete as appropriate*

COMPANIES ACTS, 1963 TO 2001

COMPANY LIMITED BY SHARES

FEE IN PAID FULL
DEL. DOC. No.
25 OCT 2001 2965449
CRO Disk
COMPANIES REGISTRATION OFFICE
349380

MEMORANDUM OF ASSOCIATION

- OF -

ELM PARK MILLENIUM ENTERPRISES LIMITED

1. The name of the Company is " ELM PARK MILLENIUM ENTERPRISES LIMITED".

2. The objects for which the Company is established are:-

(a) (i) To manage, administer and deal with lands, buildings, real and personal property, either on its own account or as trustees, nominee or agent of any other Company or person. To collect rents and income and to supply to the owners, lessees, tenants and occupiers of the property or houses contained in any such property, such amenities, facilities and advantages as may be deemed expedient and to act as Managers to or for any estate or interest whatsoever; to acquire by purchase, lease, exchange or otherwise, take over, hold, develop, manage, deal with and turn to account any lands, buildings, hereditaments or other property of every description, whether freehold, leasehold, or other tenure and wheresoever situate and any right or interest therein.

(ii) To make leases or grants in fee farm, conveyances or assignments for building or other purposes or to grant rights, easements, licences, privileges or profits a prendre of or over all or any of the lands acquired by the Company, subject or not to any rent or appointed rent with or without covenants for building or erecting thereon or for causing to be built or erected thereon, bungalows, houses, flats or other erections and with and subject to any restrictions or other covenants or not; to provide advisory services of all kinds in relation to the business of the Company and to make rules or conditions for the use of any of the property of the Company and to enter into arrangements with other Management Companies as may be deemed expedient, including also power to pay or contribute to the cost of any services or facilities provided by any company or person for the benefit of the property of the Company or the Shareholders of the Company.

REGISTERED
25 OCT 2001

(iii) To acquire by purchase, exchange or otherwise, either for an estate in fee simple or for any less estate whether in possession or in reversion and whether vested or contingent, any lands, houses, buildings, hereditaments and tenements of any nature whether subject or not to any charges or encumbrances; to hold, improve, manage, cultivate, develop,

dispose of, turn to account, grants rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company.

(iv) To carry on business as traders, manufacturers, wholesalers, distributors, retailers, carriers, agents, brokers, financiers, investors, designers, builders, contractors, engineers and fitters.

(v) To carry on the business of land and property developers of every and any description and to acquire by purchase, lease, concession, grant, license or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in companies, policies of insurance and other such property as the Company may deem fit and shall acquire the same for the purposes of investment and development and with a view to receiving the income therefrom; and to enter into any contracts and other arrangments of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise and to carry on any other trade or business, whatever of a like and similar nature.

(b) To import, export, buy, sell, barter, exchange, take on lease, hire or otherwise acquire, alter, treat, process, dispose of, let on lease or hire or otherwise deal in and turn to account as may seem to be desirable, goods, equipment, machinery, plant, merchandise and wares of every and any description.

(c) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(d) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or which is capable of being conducted so as to benefit the Company directly or indirectly or which is possessed of property suitable for the purposes of the Company.

(e) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to purchase, redeem or pay off any such securities.

(f) To lend and advance money or give credit to any persons, firms or companies and in particular to customers of and others having dealings with the Company upon such terms as may seem expedient and to guarantee, become surety for, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of, and premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) security for any debts, obligations or liabilities of any company which is for the time being the holding company or a subsidiary (both as defined by section 155 of the Companies Act, 1963) of the Company or another subsidiary (as defined by the said section) of the Company's holding company or otherwise associated with the Company in business.

(g) To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

(h) To construct, maintain and alter any buildings or works necessary or convenient for any of the purposes of the Company or for the benefit of its employees.

(i) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(j) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by

(k) To take or otherwise acquire and to hold shares and securities of any company and to sell, hold, re-issue with or without guarantee or otherwise deal with same.

(l) Generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.

(m) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, trade marks, concessions and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used, for any of the purposes of the Company or the acquisition of which may seem calculated either directly or indirectly to benefit the Company and to exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.

(n) To amalgamate with any other company.

(o) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operating, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company.

(p) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(q) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or in association with the Company or with any such subsidiary, or who are or were at any time Directors or officers of the Company or of any other such company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the spouses, widows, widowers, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any other such company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(r) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may

(s) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.

(t) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(u) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments.

(v) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and, in particular, for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.

(w) To obtain any Order or Act of the Oireachtas for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(x) To procure the Company to be registered or recognised in any country or place.

(y) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company's, or any other, trade or business, or providing or safeguarding against the same or resisting or opposing any strike movement or organisation which may be thought detrimental to the interests of the Company or its employees, and to subscribe to any association or fund for any such purposes.

(z) To redeem, purchase or otherwise acquire on such terms and in such manner as the Company may think fit any shares in the Company's capital.

(aa) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(bb) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(cc) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that:

the word 'company' in this clause (except where it refers to this Company) shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Republic of Ireland, Northern Ireland, Great Britain, or elsewhere; and each sub-clause of this clause shall be construed independently of the other sub-clauses hereof and none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause or be in any way limited or restricted by reference to, or inference from, the terms of any other sub-clause.

3. The liability of the Members is limited.

4. The Share Capital of the Company is €250,000.00, divided into 250,000.00 shares of €1.00 each.

We, the person whose name, address and description are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set out opposite my name.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER
For and on behalf of Pemcorp Nominees Limited Seventh Floor Hume House Ballsbridge Dublin 4 Limited Company	2 Two
	2 Two

Dated this 25th day of September 2001.

Witness to the above signature:

Ms. Mary O'Neill
Dollard House
Wellington Quay
Dublin 2

COMPANIES ACTS, 1963 TO 2001

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

ELM PARK MILLENIUM ENTERPRISES LIMITED

PRELIMINARY

1. The regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1963, as amended by the Companies (Amendment) Act, 1977 and the Companies (Amendment) Act, 1983 (hereinafter referred to as 'Table A') with the exception of regulations 7, 8, 75, 77, 91(g) and 109 of Part I of Table A and regulation 6 of Part II of Table A shall apply to the Company save in so far as they are hereby varied, excluded or amended by the regulations hereinafter contained.

SHARE CAPITAL

2. (a) The Share Capital of the Company is €250,000.00, divided into 250,000.00 shares of €1.00 each.

(b) The Directors are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities, as defined by section 20 of the Companies (Amendment) Act, 1983, up to an amount equal to the authorised but as yet unissued share capital of the Company, such authority to expire five years following the date of incorporation of the Company.

The Company may, before such expiry, make an offer or agreement which would or may require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority conferred had not expired.

(c) Section 23 of the Companies (Amendment) Act, 1983 is hereby excluded in its application in relation to all allotments by the Company of equity securities as defined for the purpose of that section.

3. (a) Subject to the provisions of Part XI of the Companies Act, 1990, the Company may:

(i) issue, or redesignate as redeemable shares, shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as shall be provided by the Articles of Association of the Company provided always that the nominal value of the issued share capital which is not redeemable shall not, at any time, be less than one-tenth of the nominal value of the total issued share capital of the Company;

(ii) redeem its own shares;

(iii) purchase its own shares;

(iv) cancel any of its own shares following redemption or purchase of same;

(v) re-designate any of its own shares following purchase as treasury shares provided always that the nominal value of treasury shares (as defined in section 209(2) of the said Act) held by the Company may not, at any one time, exceed one-tenth of the nominal value of the issued share capital of the Company;

(vi) cancel, or re-issue as shares of any class, shares held by the Company as treasury shares.

(b) The Company may not redeem or purchase its own shares otherwise than out of distributable profits of the Company, so, however, that where shares to be redeemed or purchased are to be cancelled such redemption or purchase (other than any related premium) may be out of the proceeds of a new issue of shares or partly in one way and partly in the other.

(c) For so long as the Company holds shares as treasury shares -

(i) the Company shall not exercise any voting rights in respect of those shares and any purported exercise of those rights shall be void; and

(ii) no dividend or other payment (including any payment in a winding-up of the Company) shall be payable to the Company in respect of those shares.

4. (a) The Company shall be entitled, by a resolution of the Directors, and subject to the provisions of Section 207 of the Companies Act, 1990 to redeem, either at par or at a premium, at any time and from time to time the whole or any part of its redeemable shares for the time being issued and outstanding out of any profits or monies which may lawfully be applied for the purpose, and the said redemption monies shall be payable on redemption.

(b) Following such redemption each such holder shall be bound to surrender to the Company the certificates in respect of the shares so redeemed and the Company shall pay to such holder the redemption monies payable in respect of such shares and, where any such certificate comprises any shares which have not been redeemed, the Company shall issue to the holder thereof a fresh certificate

(c) Where shares are redeemed such shares, forming part of the authorised share capital, shall cease to be designated redeemable.

(d) The Company shall not be required to select the shares to be redeemed on a pro-rata basis or in any particular manner as between the holders of shares of the same class or as between the holders of shares of different classes or otherwise.

LIEN

5. The lien conferred by regulation 11 of Part I of Table A shall attach to all shares whether fully paid or not, and the Company shall also have a first and paramount lien on all shares registered in the name of any person for all monies (whether immediately payable or not) payable by him or his estate to the Company and the said regulation shall be amended accordingly.

TRANSFER OF SHARES

6. Any shares of a deceased Member may be transferred by the executor or administrator of the estate of the deceased Member to the widow, widower, child or grandchild of such deceased Member and regulation 3 of Part II of Table A shall be modified accordingly.

7. An instrument of transfer of a share (other than a partly paid share) shall not require execution by the transferee and need not be attested, and regulation 22 of Part I of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

8. The words 'and the fixing of the remuneration of the Directors' shall be added to the end of regulation 53 of Part I of Table A.

9. Where any general meeting of the Company is held at short notice pursuant to section 133 (3) or section 141 (2) of the Act it shall be sufficient if the instrument appointing a proxy (together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the chairman of the meeting immediately upon the commencement of such meeting and regulation 70 of Part I of Table A shall be modified accordingly.

RESOLUTIONS

10. Subject to section 141 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act, and any such resolution may consist of several documents in the like form each signed by one or more of such Members (or their duly authorised representatives).

DIRECTORS

11. The first Directors shall be those persons whose names and particulars shall have been delivered to the Registrar of Companies as first Directors in accordance with the provisions of section 3 of the Companies (Amendment) Act, 1982.

12. Unless and until the Company in general meeting shall otherwise determine the number of Directors shall be not less than two nor more than seven.

13. A Director shall not require a share qualification but, nevertheless, shall be entitled to receive notice of and to attend and speak at any general meeting of, or any separate general meeting of the holders of any class of shares in, the Company.

14. The Directors shall not retire by rotation and regulations 92 to 100 inclusive of Part I of Table A shall be modified accordingly.

15. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the annual general meeting next following his appointment and the last sentence of regulation 98 of Part I of Table A shall not apply.

16. The office of Director shall be vacated if the Director -

    (i) is restricted by a declaration of the court pursuant to section 150 of the Companies Act, 1990; or

    (ii) is subject to a disqualification order of the court pursuant to section 160 of the aforesaid Act,

and regulation 91 of Part I of Table A shall have application accordingly.

BORROWING POWERS

17. The Directors may exercise all the powers conferred upon them by regulation 79 of Part I of Table A without any limit on the amount for the time being remaining undischarged of money so borrowed or secured and the proviso limiting such amount contained in that regulation shall not apply.

PROCEEDINGS OF DIRECTORS

18. (a) For the purpose of these articles, the contemporaneous linking together by conference telephone or other means of audio telecommunication equipment of a number of Directors (including, where applicable, alternate Directors), being not less than the quorum required by these articles, shall be deemed to constitute a meeting of the Directors and all the provisions in these articles as to meetings of the Directors, including the attendance of alternate Directors thereat, shall apply to such meetings.

    (b) Each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part.

    (c) At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Directors

(d) A Director may not cease to take part in the meeting by telephone or other means of communication unless he has previously obtained the express consent of the chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chairman of the meeting to cease to take part in the meeting as aforesaid.

(e) A minute of the proceedings at such a meeting held by conference telephone or other means of audio telecommunication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting.

(f) The provisions of this article shall apply, mutatis mutandis, to meetings of committees of Directors.

19. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of such Directors (or their alternates).

ALTERNATE DIRECTORS

20. (a) Any Director may from time to time appoint any person (other than a Director) who is approved by a resolution of the Directors or by a majority of them, or any other Director, to act as alternate Director in his place, at any meeting of the Directors at which he is unable to be present or during his inability to act as such Director and at his discretion to remove such alternate Director and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company.

(b) The appointee, whilst he holds office as an alternate Director, shall be entitled to receive notices of all meetings of the Directors, and in the absence from meetings of the Director appointing him, shall be entitled to attend, speak and vote at meetings of the Directors, and, whilst he holds office as an alternate Director shall exercise and discharge all the powers, rights, duties an authorities of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director.

(c) Any Director of the Company who is appointed an alternate Director shall be entitled to an additional vote at a meeting of the Directors for each Director for whom he acts as an alternate Director as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two or more Directors, as the case may be, for the purpose of making a quorum of Directors, provided always that not less than two individuals are present in person at the meeting.

(d) An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being.

his alternate shall thereupon cease and determine provided always that in the event of these articles providing for the retirement of Directors by rotation or otherwise, if any Director so retires but is re-elected at the meeting at which such retirement took effect any appointment made by him pursuant to this article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired.

(f) An alternate Director, in the absence from general meetings of the Company of the Director appointing him, shall be entitled to attend at such general meetings.

(g) Any instrument appointing or removing an alternate Director shall be posted or delivered to the Secretary or the registered office of the Company or a meeting of the Directors and shall not take effect unless and until so posted or delivered and all such instruments shall be retained by the Company.

MANAGING DIRECTOR

21. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide, and on such terms as they think fit, and if no period or terms are fixed, then such executive shall comply with such directions as may be given to him by the Directors from time to time, and the appointment shall be automatically determined (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) if he shall cease to be a Director, and regulation 110 of Part I of Table A shall be modified accordingly.

NOTICES

22. (a) Any document (including, but not limited to, any notice, appointment, removal and resolution) required to be given by, or sent to or served on the Company or any person under the Articles of Association may be given by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors, such communication to be sent, in the case of the Company, to its registered office or principal place of business in the State, and, in the case of any other person, to the address or number of the addressee notified to the sender by the addressee for such purpose (or, if not so notified, then to the address or number of the addressee last known to the sender).

(b) Any such document so given, sent or served shall be deemed, in the absence of any agreement to the contrary between the addressee and the sender, to have been served at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery, at the expiration of 24 hours after dispatch in the case of post, cables and telegrams and at the expiration of 12 hours after dispatch by telex, telefax, electronic mail or other means of communication so approved by the Directors.

soon as possible by delivery, to the Company at its registered office or principal place of business in the State or to the address of any other person, of such document bearing an original signature of the person by, or on behalf of whom it is required to be signed but (provided that the addressee is satisfied as to the authenticity of the document communicated as aforesaid) shall be acted upon in the meanwhile; provided that any such document shall be valid and effective for all purposes notwithstanding that for any reason the document is not subsequently so confirmed.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER	
For and on behalf of Pemcorp Nominees Limited Seventh Floor Hume House Ballsbridge Dublin 4 Limited Company	

Dated this 25th day of September 2001.

Witness to the above signature:

Ms. Mary O'Neill
Dollard House
Wellington Quay
Dublin 2

ANNUAL ACCOUNTS TO YEAR END 31ST MARCH 2025

Docusign Envelope ID: 986A04E6-BFBF-4607-821D-AAC783FB38F7

Elm Park Millenium Enterprises Limited

Annual Report and Financial Statements

for the financial year ended 31 March 2025

Docusign Envelope ID: 986A04E6-BFBF-4607-821D-AAC783FB38F7

Elm Park Millenium Enterprises Limited
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Elm Park Millenium Enterprises Limited
DIRECTORS AND OTHER INFORMATION

Directors	Nicholas Chadwick (Resigned 10 June 2024) John Browner (Appointed 10 June 2024) James Curran (Appointed 10 June 2024) Jim Cleary (Resigned 10 June 2024)
Company Secretary	Matsack Trust Ltd
Company Number	349380
Registered Office	Colliers International Hambleden House 19-26 Pembroke Street Lower Dublin 2 Ireland
Business Address	Merrion Road Ballsbridge Dublin 4 Ireland
Auditors	Xeinadin Audit Ireland Limited Registered Auditors 74 Northumberland Road Ballsbridge Dublin 4 Ireland
Bankers	Allied Irish Banks Lower Baggot Street Dublin 2 Ireland
Solicitors	Arthur Cox Ten Earlsfort Terrace Dublin 2 Ireland

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Elm Park Millenium Enterprises Limited
DIRECTORS' REPORT
for the financial year ended 31 March 2025

The directors present their report and the audited financial statements for the financial year ended 31 March 2025.

Principal Activity
The principal activity of the company is the management of the underground car park and estate at Elm Park, Merrion Road, Dublin 4. This it has contracted to a managing agent to do on its behalf.

Principal Risks and Uncertainties
All costs are charged out as service charges to the tenants of the units in the commercial development. Recoverability of these costs could be an issue if the tenants are unable to pay.
The company through its managing agent has a policy of ensuring that sufficient resources are available from cash balances to ensure all obligations can be met as they fall due. These cash balances are collected as service charges from the tenants.
The directors do not believe that the Multi-Unit Developements Act 2011 applies to the company as there are no residential units under its control.

Results and Dividends
The surplus for the financial year amounted to €0 (2024 - €0).

The directors do not recommend payment of a dividend.

At the end of the financial year, the company has assets of €268,686 (2024 - €247,377) and liabilities of €188,684 (2024 - €187,375). The net assets of the company have increased by €20,000.

Directors and Secretary
The directors who served throughout the financial year, except as noted, were as follows:

Nicholas Chadwick (Resigned 10 June 2024)
John Browner (Appointed 10 June 2024)
James Curran (Appointed 10 June 2024)
Jim Cleary (Resigned 10 June 2024)

The secretary who served throughout the financial year was Matsack Trust Ltd.

The directors and company secretary had no direct beneficial interest in the shares of the company at the beginning or end of the financial year.

There were no changes in shareholdings between 31 March 2025 and the date of signing the financial statements.

Future Developments
As a property management company all costs are passed on to the occupiers of the units in the form of service charges.
The company does not foresee any changes to activities in the future.

Auditors
The auditors, Xeinadin Audit Ireland Limited, (Registered Auditors), continue in office in accordance with section 383(2) of the Companies Act 2014.

Taxation Status
The company is a close company within the meaning of the Taxes Consolidation Act, 1997.

Statement on Relevant Audit Information
In accordance with section 330 of the Companies Act 2014, so far as each of the persons who are directors at the time this report is approved are aware, there is no relevant audit information of which the statutory auditors are unaware. The directors have taken all steps that they ought to have taken to make themselves aware of any relevant audit information and they have established that the statutory auditors are aware of that information.

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Elm Park Millenium Enterprises Limited
DIRECTORS' REPORT
for the financial year ended 31 March 2025

Accounting Records
To ensure that proper books and accounting records are kept in accordance with sections 281 to 285 of the Companies Act 2014, the directors have employed appropriately qualified accounting personnel and have maintained appropriate computerised accounting systems. The books of account are located at the managing agents office at Hambleden House, 19-26 Lower Pembroke Street, Dublin 2.

Signed on behalf of the board

Signed by:
John Browner
FC89F0E9917E41A...
John Browner
Director

Date: 09 January 2026 | 2:50 AM PST

Signed by:
Jim Curran
8A90B691349D489...
James Curran
Director

Date: 05 January 2026 | 7:23 AM PST

Docusign Envelope ID: 986A04E6-BFBF-4607-821D-AAC783FB38F7

Elm Park Millenium Enterprises Limited
DIRECTORS' RESPONSIBILITIES STATEMENT
for the financial year ended 31 March 2025

The directors are responsible for preparing the Directors' Report and the financial statements in accordance with applicable Irish law and regulations.

Irish company law requires the directors to prepare financial statements for each financial year. Under that law, the directors have elected to prepare the financial statements in accordance with the Companies Act 2014 and FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland" issued by the Financial Reporting Council. Under company law, the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the assets, liabilities and financial position of the company as at the financial year end date and of the surplus or deficit of the company for the financial year and otherwise comply with the Companies Act 2014.

In preparing these financial statements, the directors are required to:
- select suitable accounting policies for the company financial statements and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;
- state whether the financial statements have been prepared in accordance with applicable accounting standards, identify those standards, and note the effect and the reasons for any material departure from those standards; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for ensuring that the company keeps or causes to be kept adequate accounting records which correctly explain and record the transactions of the company, enable at any time the assets, liabilities, financial position and surplus or deficit of the company to be determined with reasonable accuracy, enable them to ensure that the financial statements and Directors' Report comply with the Companies Act 2014 and enable the financial statements to be readily and properly audited. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Disclosure of Information to Auditor
Each persons who are directors at the date of approval of this report confirms that:
- there is no relevant audit information (information needed by the company's auditor in connection with preparing the auditor's report) of which the company's auditor is unaware, and
- the directors have taken all the steps that they ought to have taken to make themselves aware of any relevant audit information and to establish that the company's auditor is aware of that information.

Signed on behalf of the board

Signed by:
John Browner
FC89F0E9917E41A...
John Browner
Director

Date: 09 January 2026 | 2:50 AM PST

Signed by:
Jim Curran
8A90B691349D489...
James Curran
Director

Date: 05 January 2026 | 7:23 AM PST

Docusign Envelope ID: 986A04E6-BFBF-4607-821D-AAC783FB38F7

INDEPENDENT AUDITOR'S REPORT
to the Shareholders of Elm Park Millenium Enterprises Limited

Report on the audit of the financial statements

Opinion
We have audited the financial statements of Elm Park Millenium Enterprises Limited ('the company') for the financial year ended 31 March 2025 which comprise the Income Statement, the Balance Sheet, the Reconciliation of Shareholders' Funds and the related notes to the financial statements, including the summary of significant accounting policies set out in note 2. The financial reporting framework that has been applied in their preparation is Irish Law and FRS 102 “The Financial Reporting Standard applicable in the UK and Republic of Ireland” issued in the United Kingdom by the Financial Reporting Council.

In our opinion the financial statements:
- give a true and fair view of the assets, liabilities and financial position of the company as at 31 March 2025 and of its profit for the financial year then ended;
- have been properly prepared in accordance with FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland"; and
- have been properly prepared in accordance with the requirements of the Companies Act 2014.

Basis for opinion
We conducted our audit in accordance with International Standards on Auditing (Ireland) (ISAs (Ireland)) and applicable law. Our responsibilities under those standards are described below in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of financial statements in Ireland, including the Ethical Standard for Auditors (Ireland) issued by the Irish Auditing and Accounting Supervisory Authority (IAASA), and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern
In auditing the financial statements, we have concluded that the directors' use of the going concern basis of accounting in the preparation of the financial statements is appropriate.

Based on the work we have performed, we have not identified any material uncertainties relating to events or conditions that, individually or collectively, may cast significant doubt on the company's ability to continue as a going concern for a period of at least twelve months from the date when the financial statements are authorised for issue.

Our responsibilities and the responsibilities of the directors with respect to going concern are described in the relevant sections of this report.

Other Information
The directors are responsible for the other information. The other information comprises the information included in the annual report other than the financial statements and our Auditor's Report thereon. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

Our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the course of the audit, or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2014
In our opinion, based on the work undertaken in the course of the audit, we report that:
- the information given in the Directors' Report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the Directors' Report has been prepared in accordance with applicable legal requirements.

We have obtained all the information and explanations which, to the best of our knowledge and belief, are necessary for the purposes of our audit.

In our opinion the accounting records of the company were sufficient to permit the financial statements to be readily and properly audited and the financial statements are in agreement with the accounting records.

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INDEPENDENT AUDITOR'S REPORT
to the Shareholders of Elm Park Millenium Enterprises Limited

Matters on which we are required to report by exception
Based on the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified any material misstatements in the directors' report.

The Companies Act 2014 requires us to report to you if, in our opinion, the requirements of any of sections 305 to 312 of the Act, which relate to disclosures of directors' remuneration and transactions are not complied with by the Company. We have nothing to report in this regard.

Respective responsibilities

Responsibilities of directors for the financial statements
As explained more fully in the Directors' Responsibilities Statement set out on page 6, the directors are responsible for the preparation of the financial statements in accordance with the applicable financial reporting framework that give a true and fair view, and for such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, if applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the company or to cease operation, or has no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditor's Report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (Ireland) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the IAASA's website at: www.iaasa.ie/wp-content/uploads/2022/10/Description_of_auditors_responsibilities_for_audit.pdf. The description forms part of our Auditor's Report.

The purpose of our audit work and to whom we owe our responsibilities
Our report is made solely to the company's shareholders, as a body, in accordance with section 391 of the Companies Act 2014. Our audit work has been undertaken so that we might state to the company's shareholders those matters we are required to state to them in an Auditor's Report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume any responsibility to anyone other than the company and the company's shareholders, as a body, for our audit work, for this report, or for the opinions we have formed.

_____

Brian Murphy
for and on behalf of
XEINADIN AUDIT IRELAND LIMITED
Registered Auditors
74 Northumberland Road
Ballsbridge
Dublin 4
Ireland

Date: _____

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Elm Park Millenium Enterprises Limited
INCOME STATEMENT
for the financial year ended 31 March 2025

	Notes	2025 €	2024 €
Income		**1,147,283**	1,111,339
Expenditure		**(1,147,283)**	(1,111,339)
Surplus before tax		**-**	-
Tax on surplus	**6**	**-**	-
Surplus for the financial year		**-**	-
Total comprehensive income		**-**	-

Approved by the board on _____ and signed on its behalf by:

Signed by:
John Browner
FC89F0E9917E41A...

John Browner
Director

Signed by:
Jim Curran
8A90B691349D489...

James Curran
Director

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Elm Park Millenium Enterprises Limited
BALANCE SHEET
as at 31 March 2025

	Notes	2025 €	2024 €
Current Assets			
Debtors	7	**67,340**	55,297
Cash and cash equivalents		**201,346**	192,080
		268,686	247,377
Creditors: amounts falling due within one year	8	**(188,684)**	(187,375)
Net Current Assets		**80,002**	60,002
Total Assets less Current Liabilities		**80,002**	60,002
Capital and Reserves			
Called up share capital presented as equity		**2**	2
Other reserves		**80,000**	60,000
Equity attributable to owners of the company		**80,002**	60,002

The financial statements have been prepared in accordance with the small companies' regime.

Approved by the board on _____ and signed on its behalf by:

Signed by:
John Browner
FC89F0E9917E41A...
John Browner
Director

Signed by:
Jim Curran
8A90B691349D489...
James Curran
Director

Docusign Envelope ID: 986A04E6-BFBF-4607-821D-AAC783FB38F7

Elm Park Millenium Enterprises Limited
RECONCILIATION OF SHAREHOLDERS' FUNDS
as at 31 March 2025

	Called up share capital €	Sinking Fund €	Total €
At 1 April 2023	2	40,000	40,002
Transfer to sinking fund	-	20,000	20,000
At 31 March 2024	2	60,000	60,002
Transfer to sinking fund	-	20,000	20,000
At 31 March 2025	**2**	**80,000**	**80,002**

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Elm Park Millenium Enterprises Limited
NOTES TO THE FINANCIAL STATEMENTS
for the financial year ended 31 March 2025

1. General Information

Elm Park Millenium Enterprises Limited is a company limited by shares incorporated in Ireland. Colliers International, Hambleden House, 19-26 Pembroke Street Lower, Dublin 2, Ireland is the registered office, which is also the principal place of business of the company. . The nature of the company's operations and its principal activities are set out in the Directors' Report. The financial statements have been presented in Euro (€) which is also the functional currency of the company.

2. Summary of Significant Accounting Policies

The following accounting policies have been applied consistently in dealing with items which are considered material in relation to the company's financial statements.

Statement of compliance
The financial statements of the company for the year ended 31 March 2025 have been prepared on the going concern basis and in accordance with FRS 102 “The Financial Reporting Standard applicable in the UK and Republic of Ireland” (FRS 102).

Basis of preparation
The financial statements have been prepared on the going concern basis and in accordance with the historical cost convention except for certain properties and financial instruments that are measured at revalued amounts or fair values, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets. The financial reporting framework that has been applied in their preparation is the Companies Act 2014 and FRS 102 “The Financial Reporting Standard applicable in the UK and Republic of Ireland” issued by the Financial Reporting Council.

The company qualifies as a small company as defined by section 280A of the Companies Act 2014 in respect of the financial year, and has applied the rules of the ‘Small Companies Regime’ in accordance with section 280C of the Companies Act 2014.

Cash flow statement
The company has availed of the exemption in FRS 102 from the requirement to prepare a Cash Flow Statement because it is classified as a small company.

Income
Turnover represents the costs of maintaining the estate and underground car park, recharged out to the tenants as service charges and includes Value Added Tax.

Trade and other debtors
Trade and other debtors are initially recognised at fair value and thereafter stated at amortised cost using the effective interest method less impairment losses for bad and doubtful debts except where the effect of discounting would be immaterial. In such cases the receivables are stated at cost less impairment losses for bad and doubtful debts.

Cash and cash equivalents
Cash and cash equivalents comprise cash at bank and in hand, demand deposits with banks and other short-term highly liquid investments with original maturities of three months or less and bank overdrafts. In the Balance Sheet bank overdrafts are shown within Creditors.

Trade and other creditors
Trade and other creditors are initially recognised at fair value and thereafter stated at amortised cost using the effective interest rate method, unless the effect of discounting would be immaterial, in which case they are stated at cost.

Taxation
Current tax represents the amount expected to be paid or recovered in respect of taxable income for the financial year and is calculated using the tax rates and laws that have been enacted or substantially enacted at the Balance Sheet date.

Ordinary share capital
The ordinary share capital of the company is presented as equity.

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Elm Park Millenium Enterprises Limited
NOTES TO THE FINANCIAL STATEMENTS
for the financial year ended 31 March 2025

3. Significant accounting judgements and key sources of estimation uncertainty

The preparation of these financial statements requires management to make judgements, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.
The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised if revision affects the period. There were no estimates and assumptions that had a material affect on the financial statements in the year ended 31 March 2024.

4. Departure from Companies Act 2014 Presentation

The directors have elected to present an Income and Expenditure Account instead of a Profit and Loss Account in these financial statements as this company is a not-for-profit entity.

5. Employees

There are no employees other than the two directors who received no remuneration in the current or prior period.

	2025 Number	2024 Number
Directors	**2**	2

6. Tax on surplus

	2025 €	2024 €
Analysis of charge in the financial year		
Current tax:		
Corporation tax at 12.50% (2024 - 12.50%)	**-**	-

No charge to tax arises as no profit/loss was incurred.

7. Debtors

	2025 €	2024 €
Trade debtors	**27,021**	46,647
Other debtors	**10,092**	8,648
Called up share capital not paid	**2**	2
Prepayments	**30,225**	-
	67,340	55,297

8. Creditors

Amounts falling due within one year	**2025 €**	2024 €
Trade creditors	**125,172**	70,133
Amounts owed to connected parties (Note 10)	**-**	10,933
Other creditors	**21,280**	10,407
Accruals	**42,232**	95,902
	188,684	187,375

9. Capital commitments

The company had no material capital commitments at the financial year-ended 31 March 2025.

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Elm Park Millenium Enterprises Limited
NOTES TO THE FINANCIAL STATEMENTS
for the financial year ended 31 March 2025

10. Related party transactions

The following amounts are due to other connected parties:

	2025	2024
	€	€
Colliers International	**-**	10,933

During the year Colliers International charged the company €86,100 (2024: €86,100) for fees in respect of managing the complex, €104,440 (2024: €182,892) for staff related costs. Brent Park Limited, a connected party through Colliers International charged the company €103,340 (2024:€NIL) for staff related costs.

In the opinion of the directors these amounts arise in the ordinary course of business and the terms of the amounts due are in accordance with the terms ordinarily offered by the company.

11. Parent company

The company regards Elm Park Development Management Ltd as its parent company.

12. EMPLOYEES AND RENUMERATION

No persons were employed by the company during the period under review or in the preceding financial period. Employee costs were however incurred by the managing agent, Colliers International for three months of the year and Brent Park Ltd for the remainder of the year, and recharged to the company. They amounted to €137,760 for the year (2024: €133,692)

13. Approval of financial statements

The financial statements were approved and authorised for issue by the board of directors on _____.

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ELM PARK MILLENIUM ENTERPRISES LIMITED

SUPPLEMENTARY INFORMATION

RELATING TO THE FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED 31 MARCH 2025

NOT COVERED BY THE AUDITORS REPORT

THE FOLLOWING PAGES DO NOT FORM PART OF THE AUDITED FINANCIAL STATEMENTS

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Elm Park Millenium Enterprises Limited
SUPPLEMENTARY INFORMATION RELATING TO THE FINANCIAL STATEMENTS
DETAILED INCOME STATEMENT
for the financial year ended 31 March 2025

	2025	2024
	€	€
Income	**1,147,283**	1,111,339
Expenditure		
Site Accommodation	**13,682**	14,352
Insurance	**29,752**	30,561
Electricity	**51,236**	50,545
Cleaning	**19,337**	17,605
External Cleaning	**-**	656
Window Cleaning	**-**	1,000
Marketing & promotions	**143,960**	121,035
Community Appreciation	**22,140**	22,140
Security systems	**1,504**	15,849
Security staff contracts	**264,756**	227,168
Landscaping maintenance	**64,399**	69,384
Pest control	**2,393**	1,424
External repairs & maintenance	**27,387**	27,412
Mechanical & electrical repairs	**12,854**	44,120
Mechanical & electrical contracts	**24,391**	3,510
Fire risk audits	**4,920**	1,816
Life safety systems	**4,245**	5,715
Project works	**32,437**	-
Legal and professional	**2,501**	11,229
Management fees	**86,100**	86,100
Site staff recovery	**189,550**	182,893
General expenses	**-**	556
Festive decorations	**3,017**	2,726
Mobility services	**72,490**	70,180
Cark park repairs	**9,920**	42,691
Signage work	**22,835**	4,312
Contribution to Elm Park Residential	**16,752**	30,000
Bank charges	**92**	60
Waste management and refuse	**-**	437
Sinking Fund	**20,000**	20,000
Auditor's remuneration	**4,633**	5,863
	1,147,283	1,111,339
Net surplus	**-**	-

PROPERTY MANAGEMENT AGREEMENT

DATED THE 10th **DAY OF** June **2024**

THE PLATFORM ICAV, on behalf of its Sub-Fund Elm Real Estate Investments

AND

JS (City) Limited

AND

HEALTH SERVICE EXECUTIVE

NOVATION AND VARIATION AGREEMENT RELATING TO PROPERTY MANAGEMENT AGREEMENT

Property: Elm Park Green, Merrion Road, Dublin 4

THIS AGREEMENT made the 10th **day of** June **2024**

PARTIES:

(1) **THE PLATFORM ICAV** (registration no. C144386) acting on behalf of its sub-fund **ELM REAL ESTATE INVESTMENTS** (registration no. C148606) of 49 Dawson Street, Dublin 2 (the "**Assignor**");

(2) **JS (CITY) LIMITED, TRADING AS COLLIERS INTERNATIONAL** a company incorporated in Ireland with Registration Number 20138 having its registered office at Hambledon House, 19-26 Lower Pembroke Street, Dublin 2 (the "**Counterparty**"); and

(3) **HEALTH SERVICE EXECUTIVE** having its principal administrative offices at Oak House, Millennium Park, Naas, County Kildare (the "**Assignee**")

BACKGROUND:

(A) The Assignor (then known as the Davy Platform ICAV, on behalf of its sub-fund Elm Real Estate Investments) and the Counterparty are parties to a Property Management Agreement (undated) (the "**PMA**") in respect of certain properties at or adjoining Elm Park Green, Merrion Road, Dublin 4 as more particularly set out in Schedule 3 to the PMA (the "**PMA Property**").

(B) The PMA provides for the provision of certain property management services in relation to the PMA Property by the Counterparty (the "**Services**") subject to the terms and conditions as set out therein.

(C) The Assignor, the Assignee and the Counterparty have agreed that the Assignor's rights and obligations under the PMA in respect of the Services shall be transferred to the Assignee as and from the Novation Date, as defined below, on the terms and conditions set out in this Novation Agreement and insofar as they relate to the property listed in Schedule 3 hereto (the "**Property**").

TERMS:

The parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

Except where expressly provided to the contrary in this Novation Agreement:

1.1 all capitalised terms used in this Novation Agreement shall have the same meanings as are assigned thereto in the PMA;

1.2 "**Novation Date**" shall mean the date of the legal transfer of the Property from the Assignor to the Assignee.

2. **NOVATION**

2.1 The parties hereto agree that as and from the Novation Date:

2.1.1 The Assignor and the Counterparty hereby mutually release each other from their obligations to each other under the PMA in respect of the Services for the PMA Property.

2.1.2 Save as provided for in this Novation Agreement and insofar as it relates to the Property only, the Counterparty undertakes to perform the Services as set out in the PMA and be bound to the Assignee to comply with the terms of the PMA relating to the Services and all terms, covenants

and conditions contained in the PMA in every way as if the Assignee had been a party to it in place of the Assignor in relation to the Services and all terms, covenants and conditions.

2.1.3 All references to the Owner in the PMA shall be read as being references to the Assignee.

2.2 The Counterparty agrees that it will not assert against the Assignee any claim or defence that it may have or have had against the Assignor under the PMA prior to the Novation Date, including (i) in respect of any preceding agreements between the Assignor and the Counterparty (as more particularly referenced in Clause 2.2 of the PMA) and (ii) any Employment Liabilities.

2.3 The parties hereto also agree and acknowledge that the sale of the Property by the Assignor to the Assignee does not constitute or amount to termination in accordance with Clause 15.10 of the PMA and the PMA shall remain in force as between the Counterparty and the Assignee, as varied by the within Agreement.

3. **RELEASE**

3.1 The Counterparty releases and discharges the Assignor from all claims, demands, obligations and liabilities whatsoever in respect of the PMA.

4. **AMENDMENT**

4.1 The PMA is hereby amended with effect from the Novation Date as follows:

4.2 The parties agree that the PMA was dated 16 February 2021 with the Effective Date being 16 February 2021.

4.3 The definition of "Property" shall be replaced with:

"Property" means the property at or adjoining Elm Park Green, Merrion Road, Dublin 4 as more particularly described in Schedule 3 hereto. As and when the sale of any part(s) of the Property complete during the Management Period or if any part(s) are transferred to the Management Company, the definition of Property shall be taken to mean the remaining part(s) of the Property which are then in the ownership of the Owner.

4.4 A new definition of "Management Company" shall be inserted:

"Management Company" means Elm Park Millenium Enterprises Limited

4.5 Any payments to be made by or on behalf of the Assignee pursuant to the PMA shall be made within 30 days of presentation to the Assignee of a valid VAT (Value Added Tax).

4.6 The first sentence of Clause 2.1 shall be replaced with:

"*This Agreement shall commence on the Effective Date in respect of the Property".*

4.7 Schedule 2 of the PMA is replaced with Schedule 2 of the within Novation Agreement.

4.8 Schedule 3 of the PMA is replaced with Schedule 3 of the within Novation Agreement.

4.9 Any indemnities on the part of the Assignee/ the Owner in the PMA shall be limited to the State Indemnity pursuant to the National Treasury Management Agency (Amendment) Act 2000 which extends only to cover personal injury and third party property damage claims arising from the negligence of the Assignee/ the Owner.

4.10 The reference in Clause 7.2 to "*Schedule 2, Part One*" shall be replaced with "*Schedule 2*".

4.11 Clause 7.7 shall be replaced with:

(i) *For the avoidance of doubt, the payment of any fees or charges payable by the Owner to the Manager provided for under this Agreement shall cease (i) in respect of any part(s) of the Property that is/ are sold on the date of the completion of the sale of that part of the Property and (ii) in respect of any part of the Property that is transferred to the Management Company on the date that the Deed of Transfer is entered into. From the date of the completion of the sale of any part of the Property or the date of transfer of any part of the Property to the Management Company, the fees and charges payable by the Owner to the Manager under this Agreement shall be calculated pro rata on the basis of the remaining parts of the Property which are then in the ownership of the Owner.*

(ii) *The parties hereby agree and acknowledge that certain parts of the Property fall outside of the Assignee's title/ownership, namely (i) the Heskin Court Estate and the obligation on the part of the Assignee to maintain same derives from a supplemental agreement entered into between a predecessor in title, Dublin City Council, and the Management Company and (ii) those parts of the Allianz Building demise at basement and ground floor level which are treated as common areas pursuant to the terms of the Lease dated 22 July 2016 between (1) the Assignor, (2) the Management Company and (3) EPGF Elm Park S.a.r.l (the "**Allianz Common Areas**"). The Assignee intends transferring parts of the Property to the Management Company after the Novation Date and, when such transfer is made, the Management Company shall be responsible for maintaining these areas. For the avoidance of doubt, once the said transfer is made to the Management Company the Assignee shall not be liable to pay any fees to the Counterparty in respect of (i) any parts of the Property so transferred and (ii) any areas within the Property to which the Assignee does not have title and it will be a matter for the Counterparty to enter into a direct Property Management Agreement with the Management Company (or a further Novation) in respect of these areas.*

4.12 The following clause shall be included as clause 18 (Tax Clearance) of the PMA:

*All payments to be made to the Counterparty pursuant to this Agreement while the Assignee is the Health Service Executive or other State Body are conditional on the Counterparty being in possession of evidence that a current valid General Tax Clearance Certificate has issued by way of print-out from the Irish Revenue Online System ("**ROS**") confirming that a Tax Clearance Certificate has issued or, if requested by the Assignee, details of the Counterparty's Tax Return Number together with relevant ROS Tax Clearance Access Number. The Counterparty shall produce to the Assignee (for so long as the Assignee is a State body) each year such evidence of the existence of a current valid General Tax Clearance Certificate. In the event that the Counterparty does not produce such evidence in accordance with the foregoing obligation notwithstanding any other provision contained in this Agreement, the Assignee (for so long as the Assignee is a State body) shall be entitled to suspend or withhold the payment of any other sums payable to the Counterparty pursuant to this Agreement until the production of such evidence and on the production of such evidence such sums shall be paid to the Counterparty within fourteen (14) days of production thereof. For the avoidance of any doubt, (i) no interest shall be payable by the Assignee where payment of any sums are suspended or withheld pursuant to this clause and (ii) the Counterparty shall not be entitled to terminate this Agreement where payment of any sums are suspended or withhold pursuant to this clause.*

5. **MISCELLANEOUS PROVISIONS**

5.1 ***Further Assurance.*** Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Novation Agreement.

5.2 ***Counterparts.*** This Novation Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Novation Agreement.

5.3 ***Modification.*** No modification of any provision of this Novation Agreement shall be binding unless the same shall be evidenced in writing duly executed by or on behalf of each of the parties hereto.

5.4 ***Applicable Law.*** This Novation Agreement shall be governed by the laws of Ireland and the parties submit to the non-exclusive jurisdiction of the Courts of Ireland.

SCHEDULE 2

General

The provisions of Clause 7 shall be applies to all charges.

The Owner shall discharge all charges within 30 days of receipt of any invoice from the Manager.

The phrase "charges" in this Schedule means:

- All sales, tax and outlay. The Owner remains liable for all outlay, costs, professional fees and other disbursements incurred by the Manager in relation to the Property including but not limited to insurance, legal fees, contractors' fees and Employee Liabilities.

Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

The Owner shall also pay all VAT or similar sales tax on the Manager's fees (or outlay) at the applicable rate.

Part One – Management Services Fee Structure

Property Management Fee

The Manager's professional fee for the Services is as follows:

1. In relation to common areas (recoverable from service charge collected through the Management Company)

   (a) Management of External Common Areas (including services to Heskin Court): €70,000 (annual fee net of VAT)

   (b) Provision of part-time on-site estate manager: €40,000 (annual fee net of VAT)

2. In relation to buildings owned by the Assignee:



Notes:

The fees are exclusive of VAT and are payable quarterly for the duration of the Agreement on the Gale Days (subject always to the presentation to the Assignee of a valid VAT invoice at least 30 days in advance). Where the fee is not fully recoverable from the service charge budget, the Owner will supplement the fee to the agreed amount.

Set Up Fee:

No set up fee will apply under this Agreement.

The Manager's professional fee for the management services is only for the regular activities of managing and maintaining the Property (as determined by the Manager). This fee does not include items outside the day-to-day affairs or items that are not of a recurring nature. Additional work for occasional activities, exceptional circumstances, special projects and additional services will be subject to an additional charge on a time basis or as quoted at the time.

Part Two – Additional Services

Additional Services as envisaged by Clause 5 do not constitute management services or asset management services and shall be subject to an additional fee.

The Owner shall also pay to the Manager such further fees as shall be invoiced to the Owner on a monthly basis for Additional Services in accordance with Clause 5.

Additional Services shall include:

Delivery of requisitions, licence agreements and licence renewals in respect of the Property for a fixed fee of €325.00 plus VAT per requisition, new licence agreement or licence renewal.

SCHEDULE 3

The Property

1. Elm Park External Common Areas including the Energy Centre, 2 basement car parks, Heskin Court Estate and the Allianz Common Areas

2. [redacted]

3.

4.

5.

6.

7.

8.

9.

EXECUTED by the parties on the date appearing at the top of page 1

SIGNED



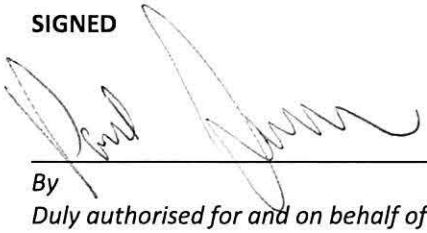
By
Duly authorised for and on behalf of the
ASSIGNOR

SIGNED



By
Duly authorised for and on behalf of the
ASSIGNEE

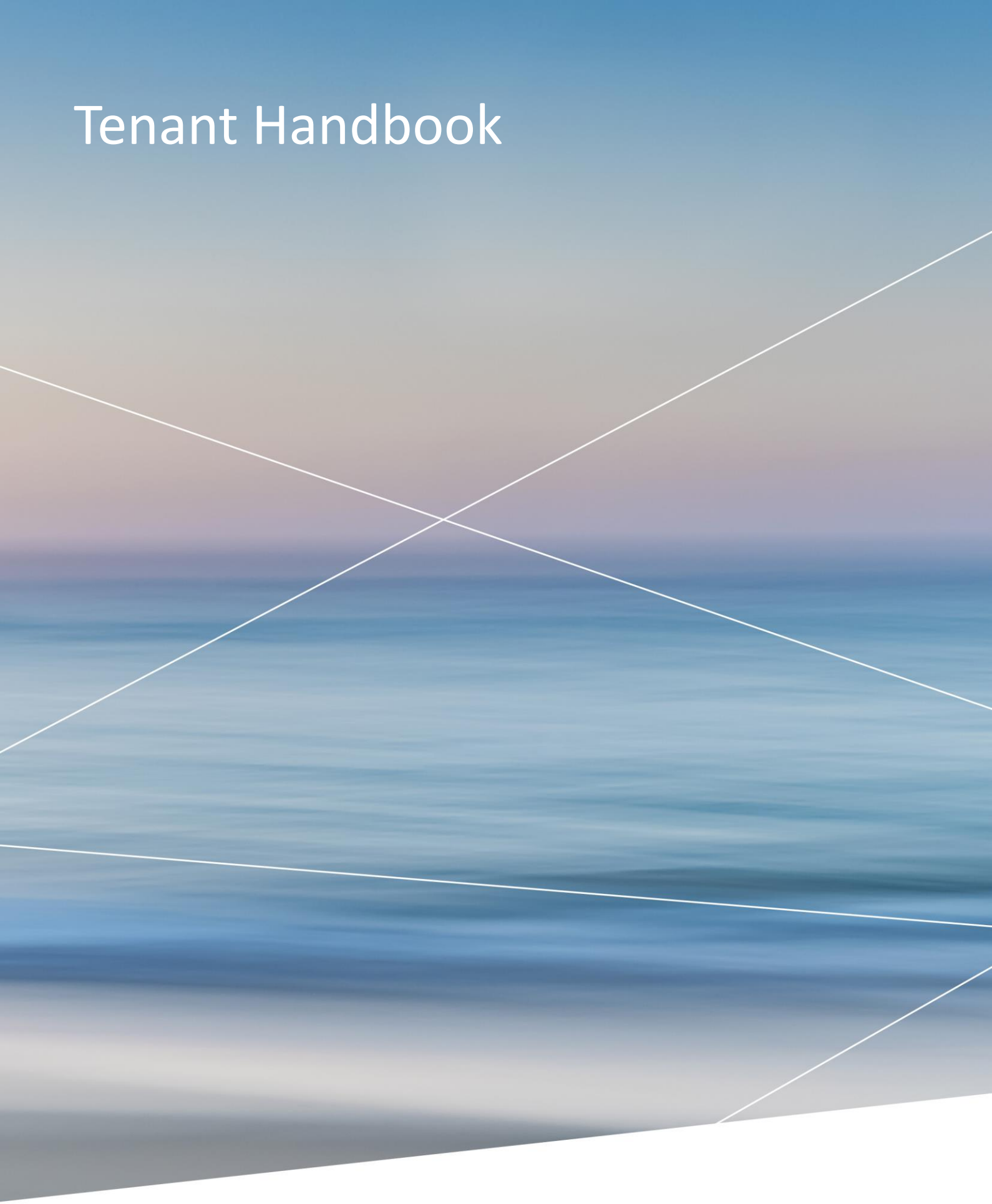
SIGNED



By
Duly authorised for and on behalf of the
COUNTERPARTY

TENANT HANDBOOK

Tenant Handbook



ELMPARK GREEN

TENANT HANDBOOK

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1

Introduction

1.0 INTRODUCTION

1.1 PURPOSE OF THIS HANDBOOK

We set out the purpose of this handbook below,

a. To inform Occupiers of the basic structure and services that shall be provided by the Landlord and/or Management Company.

b. To set out the regulations in respect of the operation of the development.

Our overall objective is to ensure the efficient running of Elmpark Green as a premier live-work campus.

1.2 AMENDMENTS

This handbook is subject to amendment, change or addition at any time. Thereafter a revised version will be formally issued. This shall then be subject to further revision and updating as required.

1.3 INTERPRETATION

Statements of fact or intention herein are not to be construed as implying any representation or warranty on behalf of the Landlord and/or Management Agent. The contents of this handbook are intended to have legal effect only to the extent that they contain and set out the Landlord's and/or Management Agent's regulations in regard to the operation of the development. In the event of conflict between the provisions of any lease and the contents of this handbook, the provisions of the lease shall prevail.

2

Development Information

2.0 DEVELOPMENT INFORMATION

2.1 ELMPARK GREEN DESCRIPTION

Positioned on the Merrion Road, Elmpark Green is located approximately 5 kms south of central Dublin, and is less than a 30 minute journey to Dublin Airport via the Port Tunnel.

Elmpark Green is a mixed use campus situated on a site of 17.3 acres which provides approximately 485,000 sq. ft. of commercial space including offices and crèche. There are 321 residential units located in the development.

Elmpark Green is a unified functionally diverse environment, composed of buildings, landscape, place and energy – an environment where the landscape facilitates movement, creates connections between activities and people, provides a place for people to live, work, and have leisure time.

Buildings are oriented along the north-south axis to maximise the use of passive energy, and have a compact footprint minimising their impact on the ground plane, while connecting this urban site with the seaside and mountain landscape that defines Dublin. A rich mix of uses ensures an ongoing 24-hour ebb and flow of life on the site.

A large urban garden covers the ground floor level. The buildings are raised above this garden landscape with open courtyards oriented on the north–south axis framing views of the mountains beyond and providing orienting reference points within the overall scheme. A public concourse connects the gardens and links all the buildings, becoming a meeting place, with large public spaces sheltered by canopies made of timber glass and steel and outdoor Cross Fitness Area.

The residential buildings are designed give each individual apartment a clear relationship with the outside, and a flexible facade to manage that relationship. Inside and outside spaces are separated with a variable facade, maximising terraced spaces and balconies, these variable configurations enable residents to modify the internal environment with their lifestyle, and manage the variable climate in Dublin.

Companies who are located in Elmpark Green include Allianz, Novartis, Willis Towers Watson and Giraffe.

2.2 ENERGY CENTRE

The Elmpark Green District Heating System (DHS) consists of a Low Pressure Hot Water (LPHW) system where heat and electricity is produced in a central Energy Centre. The heat is distributed to remote substation rooms around the development. This heat is then used for domestic hot water and space heating. Electricity is also provided to the Podium level and commercial carpark level.

A detailed description of the Energy Centre is contained within **Appendix 1**.

2.3 MANAGEMENT STAFF

Colliers International are the appointed Management Agent for Elmpark Green.

Below is a list of useful contacts:

Managing Agent: **Management Agent** Hambleden House 19-26 Lower Pembroke Street Dublin 2 Contact: Peter Moloney / Nick Baxter Tel: +353 (0)1 633 3700 24/7 Helpdesk: 1800 343 479	On-Site Manager: **Peter Moloney** Management Office Elmpark Green Tel: +353 872640600 Email: peter.moloney@colliers.com
Facility Manager: **Des Doyle** Tel: +353 (0)87 7432063 Email: des.doyle@colliers.com	Elmpark Green Security: **Manguard Plus** Security Office Elmpark Green Tel: +353 (0)87 223 3955

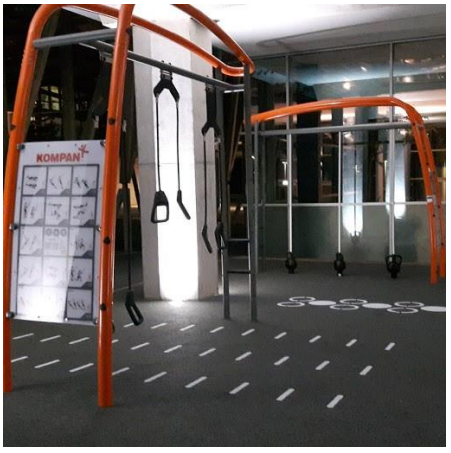
Our purpose is to provide the best possible service to our Occupiers, so please do not hesitate to call us on any matters or problems which arise.

2.0 DEVELOPMENT INFORMATION

2.4 THE CLUB @ ELMPARK GREEN

The Club @ Elmpark Green is a platform for events, social media and communication for the Occupiers of Elmpark Green. Its aim is to encourage interaction and socialising amongst the Occupier companies, employees & residents and create activities to encourage greater work/life balance.

Events:
Regular events include Fitness and Wellbeing Classes, Christmas Market, Seasonal Food Market and many more.



Facilities:

In addition to the extensive green areas located throughout Elmpark Green there is an outdoor Cross Fitness Areas which is located under Allianz and is a free facilities for all Occupiers within Elmpark Green.

theclub.elmparkgreen.ie
www.facebook/elmparkgreen/

2.5 ELMPARK GREEN SHUTTLEBUS

There is a daily branded shuttlebus operating from Elmpark Green to the Montrose Hotel connecting the N11 bus corridor, see timetable below:





3 Management Regulations

3.0 MANAGEMENT REGULATIONS

3.1 ADVERTISING

Occupiers shall not place any advertising banners visible from outside or signage on the external façade of the building without the written consent of Landlord.

3.2 ALARM SYSTEMS

It is the responsibility of Occupiers to ensure that all life safety and security alarms are maintained in accordance with all relevant Health & Safety legislation and where these alarms are linked to external Landlord systems to comply with estate wide testing of these systems.

3.3 ANIMALS IN BUILDING

No animals, except service animals when in the company of their handlers, may be brought into or kept in Buildings.

3.4 ANTENNAS

Occupiers shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of their Building without the written consent of the Landlord.

3.5 BUILDING INSURANCE

Occupiers shall not use their Premises, or suffer or permit anything to be done on, in or about their Premises, which may result in an increase to the Landlord in the cost of insurance maintained by the Landlord on the Building or estate Common Areas.

3.6 BUILDING SERVICES

Landlord shall have the right to control and operate the plant and equipment used for heating, as well as facilities furnished for the common use of the Occupiers, in such manner as it deems best for the benefit of the Occupiers generally. Please refer to Energy Centre Section for further information.

3.7 CAR PARKING

Occupiers shall not park their cars in any parking areas designated by the Landlord as areas for parking by visitors to the development or other reserved parking spaces. Occupier shall not leave vehicles in the parking areas other than cars, motorcycles, motor driven or non-motor driven bicycles.

If required, Occupiers shall provide the Management Agent with the following details:

1. Vehicle Registration
2. Name of User
3. Make/Model/Type of Vehicle

Occupiers shall comply with any management procedures incorporated to improve the overall operation of the car park area.

3.8 DRUG FREE POLICY

Landlord reserves the right to exclude or expel from Elmpark Green any person who, in the Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who is in violation of any of the Regulations of Elmpark Green.

3.9 ELEVATORS

The Landlord shall conduct annual inspections of the lifts in accordance with the engineering insurance policy. Occupiers are required to maintain the lifts in accordance with the manufacturers recommendations and shall be required to carry out any works recommended by the inspector in order meet compliance.

3.10 HAZARDOUS MATERIALS

Occupier shall not use or keep in the Premises any toxic or hazardous materials or any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Occupier shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of Elmpark Green by reason of noise, odours or vibrations.

3.11 JANITORIAL SERVICES

All cleaning and janitorial services for the common areas of Elmpark Green shall be provided exclusively through the Landlord. Each Occupier shall be responsible for the cleaning of their demise.

3.12 LANDLORD'S RIGHTS

The Landlord reserves the right, exercisable without notice and without liability to any Occupier, to change the name and street address of Elmpark Green.

Occupiers shall be responsible for all employees, clients or visitors and shall be liable to Landlord for all acts of those persons. Landlord shall not be liable for damages for any error in admitting or excluding any person from Elmpark Green. Landlord reserves the right to prevent access to Elmpark Green by any appropriate action in case of invasion, mob, riot, public excitement or other commotion.

3.13 MOVE IN/OUT PROCEDURES

On all move-ins and move-outs, please call the Management Agent office two weeks prior to your move in or move out date in order to establish arrangements prior to the move in date.

Prior to Move In/Out:

- Date and time of move In/ move out.
- Special requirements including prior deliveries.
- Name and phone number of the moving company person who is responsible for supervising and expediting delivery.

- Copies of certificates of adequate property damage and worker's compensation insurance coverage from your moving company.
- The premises, streets, and footpaths should be kept clean of debris caused by Occupier move-in or move-out.
- All work should be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances.
- Occupier will be liable to Landlord for replacement or repair of any damage incurred to the external common areas during move-in or move-out.
- All crates, cartons, wrappings, and waste at completion of each working day should be removed and disposed of at the Occupier's expense.

3.14 TENANT RESPONSIBILITIES

Occupiers shall be responsible for the observance of all the regulation contained within this handbook by Occupier's employees, agents, clients, customers, invitees and guests.

3.15 SIGNAGE

No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Occupier's expense, any sign installed or displayed in violation of this regulation. All approved signs or lettering on doors and walls shall be painted, affixed or inscribed at the expense of the Occupier by a person approved by the Landlord.

3.16 SOLICITATION

Canvassing, soliciting and distributing handbills or any other written material and peddling in Elmpark Green are prohibited, and each Occupier shall cooperate to prevent these activities.

3.17 THEFT AND ROBBERY

Occupier assumes any and all responsibility for protecting its Premises from theft and robbery, which responsibility includes keeping doors locked and other means of entry to the Premises closed.

3.18 UNAUTHORISED BUILDING ACCESS

Occupier shall not obstruct any footpaths, roads, exits or entrances of Elmpark Green. No Occupier, and no employee or invitee of any Occupier, shall go upon the roof of the Building or make any roof or terrace penetrations. Occupier shall not allow anything to be placed on the outside terraces or balconies without the prior written consent of Landlord.

3.19 VISITORS

No Occupier shall invite to Elmpark Green, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of Elmpark Green by other Occupiers.

3.20 WAIVER OF REGULATIONS

The Landlord has the right to waive any one or more of these Regulations for the benefit of an Occupier or any other tenant.

These Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in Elmpark Green.

Landlord reserves the right to make other reasonable Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of Elmpark Green and for the preservation of good order therein. Occupiers agree to abide by all Regulations herein above stated and any additional regulations which are adopted.

3.21 WASTE REMOVAL

Occupiers shall store all their waste within their designated waste rooms. All waste should be removed by the Occupiers and placed in the designated wheelie bins located in the car park.

Occupier shall observe all regulations laid down by the Managing Agent in regard to waste disposal and recycling of waste.

3.22 WEIGHT RESTRICTIONS

A weight restriction of 5Kn tonne per sq meter applies to all roadways at ground floor level including the podium slab. All vehicles above this weight limit should be directed to the basement car park.

3.23 WINDOW CLEANING

Occupiers shall observe any external common area weight restrictions for window cleaning equipment such as hoists. Occupiers must obtain permission from the Managing Agent before commencing external window cleaning. Occupiers must comply with any regulations set down by the Managing Agent in respect of external window cleaning.

3.24 WINDOW COVERINGS

Except as consented to in writing by the Landlord, no draperies, curtains, shades, blinds or other devices shall be hung at, or used in connection with, any window or exterior door or doors in Elmpark Green. No awning shall be permitted on any part of Elmpark Green. Occupier shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Building.

4 Security Arrangements

4.0 SECURITY ARRANGEMENTS

4.1 CONTROL ROOM HOURS

There is a 24/7 365 security located in Elmpark Green. The security control room is located in the commercial basement car park.

Control Room Contact Number: **+353 (0)87 223 3955**

4.2 CCTV

There are CCTV cameras located throughout the external areas of the Elmpark Green and car

park. These CCTV cameras are monitored 24/7 by security control. Occupiers should report any incidents or possible security breaches without delay to security.

4.3 CAR PARK ENTRANCE

For entering the Car Park, you will need to use the Car Park Access Card Reader. When entering the Car park, press the card against the reader located at the barrier to open the barrier.

4.4 CAR PARK ACCESS CARDS

Car Park access cards shall be provided by the Management Office. Faulty access cards should be reported to the Management Office and /or Security.

Any additional access cards required shall have to be purchased and the cost borne by the occupier.

Any access cards reported lost or stolen shall immediately be deleted from the system. The Occupier must report to the Management Office and /or Security lost or stolen cards and must also inform the Management Office if any staff members have no longer any use of their card.

5 Health & Safety Requirements

5.0 HEALTH & SAFETY REQUIREMENTS

5.1 INTRODUCTION

Occupier shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. The Occupier shall be responsible for any increased insurance premiums attributable to Occupier's use of their Premises.

5.2 FIRE SAFETY MANAGEMENT PLAN

The obligations of building owners, occupiers and those in control of premises to ensure the safety of building occupants and / or employees arise under the Safety Health & Welfare at Work Act 2005, the Fire Services Act 1981-2003 as amended from time to time, as well as relevant requirements specific to fire safety management within the approved fire safety design for the premises.

A Fire Safety Management Plan has been produced as a management tool to assist with the ongoing fire safety practices at Elmpark Green, specifically the following areas:

- The external areas of the site
- The basement car park

A full copy of the Fire Safety Management Plan is located in **Appendix 2**.

Occupiers should ensure that they have a suitable Fire Safety Management Plan for their own demise and that the persons responsible for the implementation of that plan are provided with a copy of the Elmpark Green Fire Safety Management Plan.

6

Landlord Approval for External Works

6.0 LANDLORD APPROVAL FOR EXTERNAL WORKS

6.1 INTRODUCTION

Occupiers are required where applicable to apply for Landlord's consent to carry out any alterations or additions to their demised premises, such consent not to be unreasonably withheld or delayed.

In addition, Occupiers are required to obtain and provide copies of any statutory approvals required in advance of any works being carried out.

In the event of conflict between the provisions of any lease and the contents of this handbook, the provisions of the lease shall prevail.

6.2 PERMIT TO WORK APPLICATION

Any contractors contracted to carry out high-risk maintenance / other work at any property in Elmpark Green and where these works are considered high-risk, then a Permit to Work is required.

Occupiers are required to provide the Landlord with the following health and safety documentation in relation to the planned high-risk work:

- A copy of the specific risk assessment covering the high-risk work.
- A copy of the specific method statement covering the high-risk work.
- Plans/diagrams if applicable.

This safety documentation must identify / include the following as a minimum:

- The significant risks and how they will minimised.
- Take account of any known site hazards.
- State the required level of competence for the task.
- Where relevant, detail how falls from height will be eliminated or minimised.
- Detail the means of communication and emergency arrangements.
- Detail means of supervision and monitoring.
- Detail any isolations and how they will be secured.
- Maintenance and checks of work equipment.
- Segregation of the work area and means of preventing unauthorised access.
- Where relevant, means of preventing falling materials.
- Material and waste storage.
- Procedures for removing isolations and returning the site to a safe condition.

Following the Occupiers successful application, the Occupier will be issued with a Permit to Work, which the Occupier will then be expected to implement for the duration of the high-risk work.

Once the Occupier has completed the high–risk work, the Landlord will require the Occupier to sign the declaration at the bottom of the Permit to Work form and return it to the issuing On-site Manager.

Please note that failure to return the completed Permit to Work, may delay approval of the works or may result in reinstatement of the works.

Please find in **Appendix 3** sample copies of Permits to Work which the contractor will be required to complete.

6.3 SITE CONSTRAINTS POLICY DOCUMENT

The Site Constraints Policy Document for Elmpark Green is contained within **Appendix 4.** It is the responsibility of the Occupiers to familiarise themselves with this policy document in advance of any external works and to comply with any and all rules and regulations set out within the policy.

The Site Constraints Policy defines and describes the policy in respect of the layout, set up and appearance of construction sites and compounds at Elmpark Green.

The policy applies to all construction works within Elmpark Green.

1

Appendix – Energy Centre

ENERGY CENTRE

The Elmpark District Heating System (DHS) consists of a Low Pressure Hot Water (LPHW) system where heat and electricity is produced in a central Energy Centre. The heat is distributed to remote substation rooms around the development. This heat is then used for domestic hot water and space heating. Electricity is also provided to the Podium level and commercial carpark level.

What is the capacity of the Energy Centre?

The Energy Centre has been designed to cater for the heat requirements of the entire development at its full capacity.

Who operates the Energy Centre?

Veolia is the current operator of the energy centre and the scope of services includes the following:

- Procurement of energy inputs, gas, electricity.
- Sales of energy outputs to the various tenants within the development.
- Operation of the energy centre efficiently.
- Preventative maintenance of the plant and machinery with a 24/7 cover and remote monitoring by the BMS system. Note: Maintenance does not include maintenance of the plant within the various heat stations throughout the development. These heat stations are maintained by the tenant of the individual block.
- Customer care: billing, credit control query handling.

What are heat exchangers?

Heat from the energy centre (primary circuit) is delivered to the heat stations “Heat Exchangers”. At this point the hot water circuit from the energy centre (primary circuit) separates out from the hot water circuit of the tenant’s circuit which is called the secondary circuit.

Temperatures set points for the primary side can be adjusted from the Energy Centre Building Management System (BMS). The secondary side temperatures and set points are controlled by tenants own BMS.

Heat usage is metered with heat meters on the primary side of the system and these meters are used for invoicing purposes by the current operator.

When there is no demand the heat exchangers are by-passed.

2

Appendix – Fire Safety Management Plan

FRIENDS FIRST AGREEMENT RE: ESTATE MANAGEMENT COMPANY

FIRE SAFETY MANAGEMENT MANUAL

for

Elm Park Green Campus

at

Merrion Road
Dublin 4

Client	:	Elm Park Millennium Enterprises Ltd.
Project Title	:	Elm Park Fire Safety Manual
Report Number	:	01

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1.0 INTRODUCTION

1.1 Overview

The obligations of building owners, occupiers and those in control of premises to ensure the safety of building occupants and / or employees arise under the Safety Health & Welfare at Work Act 2005, the Fire Services Act 1981-2003 as well as relevant requirements specific to fire safety management within the approved fire safety design for the premises.

Elm Park Green consists of the following individual buildings all located on a shared site:

Apartment Block 1 – The Links
Apartment Block 2 – The Bay
Apartment Block 3 – The Gardens
Leisure Centre –
Crèche - Giraffe
Office Block A – Willis Towers Watson and Wipro
Office Block B – Allianz Ireland
Office Block C – Novartis
Seamark Building –

The locations of the individual buildings are annotated within Annexe 3.

These buildings are all located over a common basement car park. The basement car park is divided in to two sections, the residential section beneath the apartment buildings and the commercial section, beneath the office buildings.

This Fire Safety Management Manual has been produced as a management tool to assist with the on-going fire safety practices at Elm Park Green, specifically the following areas:

- The external areas of the site
- The basement car park

1.2 Objective

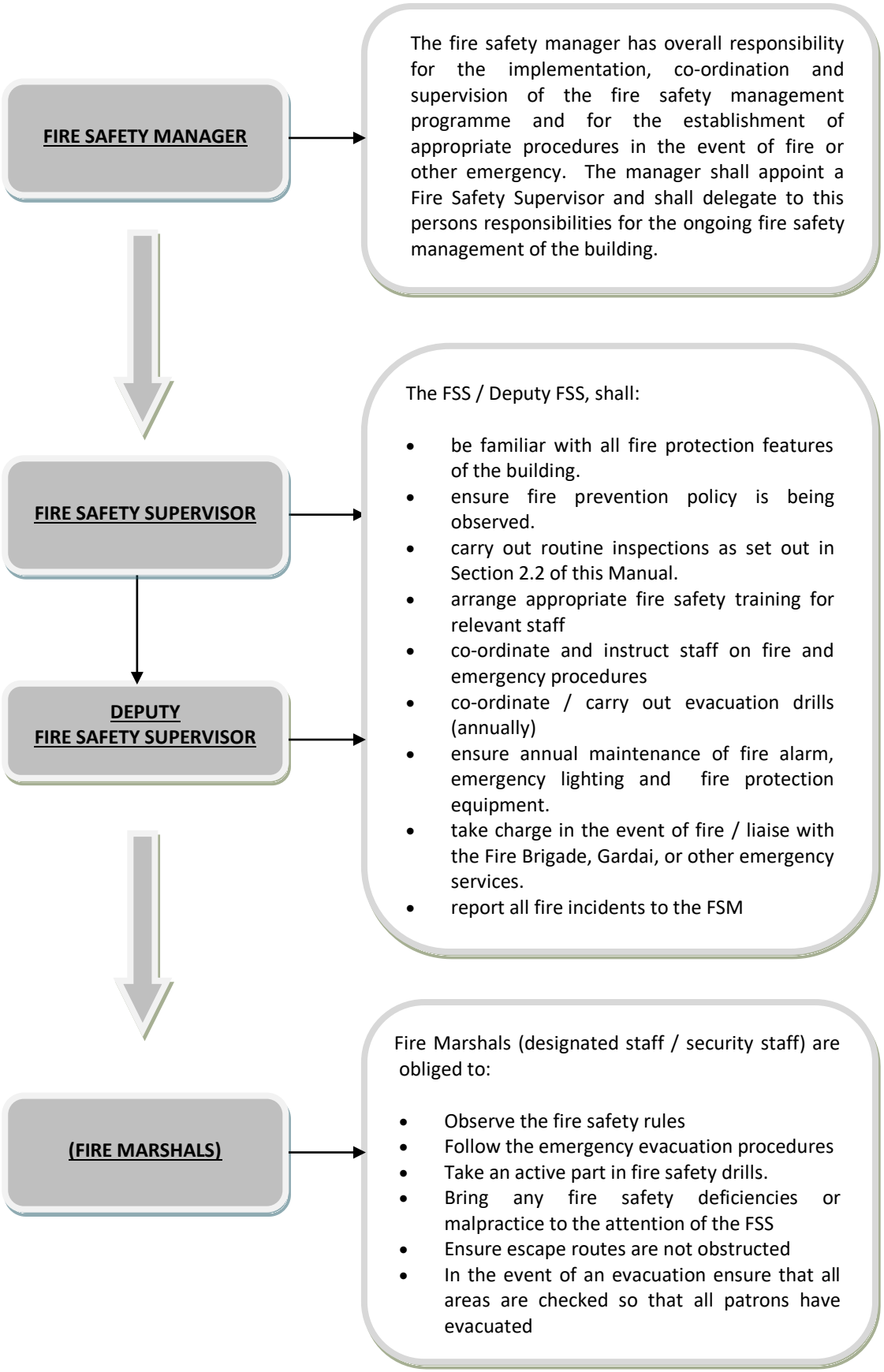
The key objective of the Fire Safety Management Manual in fulfilment of the legal obligations of relevant fire safety legislation and guidance is;

- Clearly defining key fire safety management roles within the management structure
- Clearly define appropriate conduct with respect to fire prevention practices.
- Establishment of policy in relation to fire safety training of staff
- Setting out appropriate actions and procedures in the event of outbreak of fire.
- Setting out obligations for the routine testing and maintenance of fire protection systems and equipment and the maintenance of appropriate records in relation to same.

The fire safety design of the premises is based on the provisions of relevant technical guidance and codes of practice as set out in the various fire safety certificates approved by the fire authority in relation to the premises. On foot of same, a commitment is given to the implementation of the following level of management.

2.0 FIRE SAFETY MANAGEMENT STRUCTURE & POLICY

2.1 Fire Safety Management Structure / Responsibilities



2.2 Routine Fire Inspection for the External Site and Car Parks

2.2.1 Daily Checks

A key element of the overall fire prevention strategy is the undertaking of routine daily checks to ensure that escape routes are properly maintained and readily available at all material times, and fire systems installed are functioning as required. Inspections should be carried out daily, in accordance with the routine checklist below by the Fire Safety Supervisor or appointed Deputy.

Start of day (Office Opening Hours)

Exit doors / escape routes	Check fire exit doors from the car parks to ensure o doors are not locked, o security devices (e.g. panic bars) are functioning correctly so as to ensure all exits can be easily opened in the event of an emergency, o doors open properly and fully , are not distorted, swollen or showing signs of deterioration, o doors are not obstructed, and o escape routes are kept clear.
General housekeeping	General housekeeping in order, i.e. escape routes are not obstructed, inclusive of cleaning external escape routes of snow / ice as appropriate. Waste / refuse removed and deposited in designated location
External Areas	Ensure o all vehicular access routes area kept clear and are not obstructed by unauthorised parking or any other obstruction, o assembly points are clear and available for use, o lighting provided to external areas is functioning correctly, o access to fire hydrants and other fire brigade equipment such as dry riser inlets is clear, o vents provided to car park are clear of vegetation or any other obstruction.
Fire Doors	Ensure o fire doors within car parks close fully, are not distorted or showing signs of deterioration, i.e. are generally in good repair, o self closing devices are operating correctly, o doors are not wedged in the open position.
Fire Alarm System	o Check that either the fire alarm panels indicate normal operation or if not that any fault or disablement is recorded in the logbook. o In the event of a fault the user should do the following: ➢ Determine the area affected by the fault and decide whether special action (e.g. fire patrols) are needed in that area. ➢ If possible determine the reason for the fault or note the activities immediately prior to the fault in the area affected (e.g. building works) ➢ Record the fault in the logbook, inform the organisation responsible for servicing and arrange for testing and take further action as appropriate. o Check that any fault recorded the previous day has received attention.

	○ On one day each week the daily check to be incorporated into the weekly check.
First Aid Fire Fighting Equipment	○ Check that all extinguishers are in their correct location. ○ Check that extinguishers and hose reels have not been discharged. ○ Check for any sign of visible damage to any equipment. ○ Accessibility and visibility of equipment is not obstructed.

NOTES *The person responsible for carrying out the inspection must complete an appropriate record inspection sheet and initial appropriate same after check has been completed.*

2.2.2 **Weekly Checks**

The Fire Safety Supervisor, or appointed Deputy, shall undertake the following **additional** routine fire checks on a weekly basis

Emergency Lighting System	○ Logbook to be checked and confirm that any fault previously recorded has been given urgent attention and the action noted in the log book. ○ Sample of emergency luminaries (LED indicators) are to be checked and ensured that they are lighting. ○ Record the findings of the weekly check in the logbook (even if all is in order), record any faults (detailed description of fault and it's exact location) and the action taken
Fire Alarm System	○ At least one detector or call point shall be operated to test. A different trigger device to be used each time and an entry shall be made in the logbook recording the particular trigger device that has been used to initiate the test. ○ A visual inspection of the standby supply (i.e. batteries within the fire alarm panel) and its connections shall be made to ensure that they are in good condition. Action shall be taken to remedy any defect found. ○ Any printer to be checked that its reserves of paper and ink / ribbon are adequate for at least 2 weeks normal usage. ○ All action taken and defects found to be recorded in the logbook and reported to the responsible person who shall initiate whatever action is necessary to correct them.
Fire Doors (where provided)	○ Inspect Intumescent strips/smoke seals for damage. ○ Ensure that fire safety signs are maintained. ○ Ensure that all electromagnetic catches, if fitted, are operating correctly.
First Aid Fire Fighting Equipment (Monthly requirement only)	○ Check there are no obvious defects such as clogged nozzle, corrosion leakage or damaged hose. Any defects to be remedied immediately(1) ○ Check that maintenance labels are attached and up to date

Notes: *The person responsible for carrying out the inspection must complete an appropriate record inspection sheet and initial appropriate same after check has been completed.*

2.2.3 **Other Checks**

Additional checks, tests and service / maintenance is required with respect to active fire safety systems and the requirements for same are detailed in the relevant sections in Section 4.0 of this Manual.

2.3 Fire Prevention

2.4.1 **Routine Fire Inspection Checks**
Refer to Section 2.2 above shall be undertaken

2.3.2 **Fire Safety Rules to be observed by Staff / Residents**
All shall be made fully aware of the fire safety rules set out in the "General Fire Precautions Notice" and the "Emergency Actions Notice" included in Annexe 1 of this manual. These notices are to be provided to all at regular intervals, so as to be a constant reminder of their responsibilities.

2.3.3 **Fire Prevention Measures**

The following policies shall be policed by the FSS / Fire Wardens to mitigate against the risk of fire outbreak;

2.3.3.1 **Fire safety rules and routine checks**

* Lay down and enforce fire safety rules for all staff.
* Ensure that good housekeeping practices are being implemented.
* Monitor both of these items by routine checks carried out at the start of each day (refer Section 2.2 & 2.3 for further details).

2.3.3.2 **Control over smoking risks**

* Smoking is prohibited within the building as required under national law.

2.3.3.3 **Furnishings and Fittings / Decorations**

* The control of furnishings and fittings in places of assembly is required so as to minimise the risk of fire spread and the threat to life from fires involving furnishings and fittings introduced into the building, whether they be of a permanent or temporary nature. Strict adherence to the guidance on the specification of furnishings and fittings is provided in the DoE Guide "Code of Practice for Fire Safety of Furnishings and Fittings in Places of Assembly" shall be policy.
* Take care with decorations particularly during the Christmas period and other times, to ensure that highly flammable materials are not brought into the premises and also that escape routes or exit doors and signs are not obstructed or obscured.

2.3.3.4 **Highly flammable materials**

* Take appropriate precautions in the handling and usage of paints, polishes, cleaning agents, and similar flammable materials.
* Ensure that highly flammable materials are normally kept in designated fire separated stores containing only these materials. Quantities to be stored on the premises are to be kept to a minimum and in no case should the total quantity stored be more than 20 litres.

2.3.3.5 **Waste materials**

* Make arrangements for the regular removal of refuse (at least on a daily basis).
* Designate suitable storage places for waste materials pending disposal.

2.3.3.6 **Heating and Ventilation**

The use of portable/mobile space heaters in the building shall be strictly controlled. Heaters using bottled LPG are only to be used in the building with the approval of the Fire Safety Supervisor. Where it is necessary to use LPG fuelled portable heaters the following precautions should be taken by the staff in their usage.

* Ensure that adequate ventilation is available in the area.
* Keep the radiating surface of the heater at least one metre away from any combustible materials.
* Strictly follow manufacturer's instructions when changing LPG cylinders.

Where there is ductwork present within a building, it often is provided with fire safety features in order to prevent the ductwork from providing a path for smoke and fire gasses to travel throughout the building. This may include fire rated dampers within the ductwork and / or fire resistant ductwork. Where such features are installed, it is important that the maintenance of same is included as part of the general maintenance arrangements for the installation.

2.3.3.7 **Electrical Apparatus and Wiring**

Electrical equipment may generally be the cause of fire in any of the following ways:

i) "Arcing" due to overloads, earth faults or loose connections.
ii) Overheating of wiring due to overloading.
iii) Accidental ignition from electrical fittings designed to become hot in use (i.e., bulbs, heaters, cooker, etc.).
iv) Installation faults in wiring or incorrect fuses or poor wiring standard generally.

- Qualified staff to periodically inspect all electrical installations in the building.
- Regularly examine and constantly monitor any electrical work being undertaken.

2.3.3.8 **Security**

Constant vigilance is the only method for combating malicious ignition by vandals, intruders or others intent on starting a fire. Implement an effective security policy to protect in particular against malicious ignitions.

2.3.4 **Fire Precautions with Outside Contractors**

Outside contractors are to be made fully aware of the precautions necessary to avoid outbreak of fire and the procedures to be followed in the event of fire. The Fire Safety Supervisor should therefore advise the contractor of these precautions and procedures and should generally monitor the contractor's activities to check if any hazardous conditions / practices arise.

Recommendations on the general precautions and procedures that should be followed with outside contractors are set out in Annex A.

In the following instances the Fire Safety Manager / Supervisor should seek independent advice (from a Fire Consultant / Architect) to ensure that the appropriate approvals, controls and precautions are put in place where

* Works involve significant alterations to the building structure, building services or to floor layout or usage
* Works involve use of highly flammable liquids or hot works activities such as welding, gas cutting and brazing, soldering, use of blow lamps, bitumen or similar equipment. Hot work permits must be obtained from the Property Manager prior to commencement of work.

2.3.5 **Fire Incident Reports**

In the event of fire occurrence, no matter how insignificant, a fire incident report should be prepared by the Fire Safety Supervisor. The report should include at least the following information:

* Nature of the incident.
* Action taken - evacuation, fire-fighting, called Fire Brigade, etc.
* Possible cause of fire outbreak
* Difficulties encountered

Such reports can then be used in evaluating the adequacy of fire protection in the building and in reviewing fire safety management arrangements and procedures.

3.0 FIRE SAFETY AWARENESS AND EVACUATION PROCEDURES

3.1 Fire Safety Awareness

All staff shall be made aware of the fire precautions in place, the actions to be taken in the event of fire, and general fire prevention measures to be observed at all material times. Periodic fire safety awareness training shall be provided to ensure that all staff receive written instruction of their responsibilities and actions in a fire emergency *(i.e. fire prevention rules and emergency action notices)*. On recruitment, all new staff shall be aware of the fire safety policy and procedures and advised of their individual and collective responsibilities in relation to same.

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The level of training to be given will depend on the level of responsibility placed on the individuals (as set out in the Fire Safety Management Structure in Section 2.1) but basic training, formal and informal, shall be provided for every employee.

Basic instruction and advice should cover the following areas:

* Action to be taken upon discovering a fire.
* Action to be taken in the event of the alarm activation.
* Familiarisation of the escape routes.
* Familiarisation of general fire precautions and emergency action notice
* Procedure for calling the Fire Brigade.

3.2 Fire Evacuation Drills

A practice fire evacuation drill should be carried out involving all staff at least once a year. During the drills, the fire warning system should be operated and the routine should be rehearsed as fully as circumstances permit.

3.3 Fire Safety Training

Training provided for staff shall include the following (level of training to be given will depend on the level of responsibility placed on the individuals). An outline of a structured fire safety training programme is provided below.

Records of all staff training and awareness sessions, and names of participants shall be kept in the Fire Safety Register

3.3.1 FIRE SAFETY MANAGER / SUPERVISOR TRAINING COURSE (FSMTC)

DURATION	1 Day (tailored to duration required)
COURSE OBJECTIVES	The aim of the training course is; ▪ To familiarise the participant's with the range of fire safety legislation which sets out obligations with regard to fire safety management for building users. ▪ To develop the participant's awareness of the complex nature of fire growth and development and the implications of same on emergency evacuation of a building. ▪ To develop the participants understanding of the importance of fire prevention in reducing risk. ▪ To familiarise the participant's with the behaviour of building occupants in fire which significantly increase the evacuation time from a building. ▪ To familiarise the participant with first aid fire fighting techniques and the risks associated with same.
SYLLABUS:	**BACKGROUND:** ▪ Fire & Safety legislation as applicable to their work environment. ▪ Roles & Responsibilities of Fire Safety Manager and Supervisor. **FIRE SCIENCE:** ▪ Fire Dynamics (Understanding fire growth and development). ▪ Principles of fire containment and protection of means of escape routes. ▪ Fire extinguishment theory. ▪ Overview of Active & Passive Fire Safety systems. **FIRE SAFETY & EVACUATION PROCEDURES:** ▪ Human behaviour in fire. ▪ Fire Safety & Evacuation Procedures. ▪ Fire Risk Assessment Principles. ▪ Fire Safety Register / Manuals. **PRACTICAL:** ▪ Practical demonstration of the safe and effective use of first aid fire fighting equipment.

3.3.2 FIRE SAFETY WARDEN TRAINING COURSE (FSWTC)

DURATION	½ Day
SYLLABUS:	**BACKGROUND:** ▪ Fire & Safety legislation. ▪ Roles & Responsibilities of Fire Warden. **FIRE SCIENCE:** ▪ Basic fire growth and development & fire extinguishment theory. **BUILDING DESIGN: FACTORS** ▪ Familiarisation & understanding of a buildings means of escape. **FIRE SAFETY & EVACUATION PROCEDURES:** ▪ Fire Safety & Evacuation Procedures. ▪ Action on discovering a fire / Action on hearing the fire alarm. **PRACTICAL:** ▪ Safe and effective use of first aid fire fighting equipment.

3.4 Evacuation Procedure

It is imperative that all building occupants follow the evacuation procedure in order that their safety be assured in the event of a fire. In that regard, sample emergency evacuation notices outlining the evacuation procedure for the car park areas is included in Annexe 1.

There is a general notice for members of the public which should be displayed throughout the car park, and another notice outlining staff/management actions in the event of a fire.

4.0 RECOMMENDATIONS FOR MAINTENANCE OF FIRE SAFETY SYSTEMS – THE EXTERNAL SITE & CAR PARKS

4.1 Emergency Lighting

4.1.1 **Overview of System**

An emergency lighting system is installed throughout the premises in accordance with the requirements of IS 3217: 2023.

4.1.2 **Inspection / Maintenance Requirements**

The system is to be maintained in accordance with the provisions of IS 3217: 2023 and will comprise the following: -

4.1.2.1 **Weekly Inspections (by FSS / Deputy FSS)**

- Logbook to be checked and confirm that any fault previously recorded has been given urgent attention and the action noted in the log book.
- Sample of emergency luminaires (LED indicator) to be checked and ensured that it is lighting.
- Record the findings of the weekly check in the logbook (even if all is in order), record any faults (detailed description of fault and its exact location) and the action taken.

4.1.2.2 **Quarterly Inspections**

- Logbook to be checked and confirm that any fault previously recorded has been given urgent attention and the action noted in the log book.
- Every emergency luminaire and emergency exit sign to be energised from its internal battery for a period of 30 minutes (18 minutes if an automatic test system is installed) by a simulated mains failure (i.e. operation of the central test unit). During this period every fitting to be visually checked to ensure that they are functioning. Defective luminaires to be repaired or replaced.
- Following completion of the test, every emergency luminaire and emergency exit sign to be checked to ensure that it is lighting and the LED indicators are correctly illuminated. Defective luminaires to be repaired or replaced.
- Record the findings of the three-monthly check in the logbook (even if all is in order), record any faults (detailed description of fault and its exact location) and the action taken.

4.1.2.3 **Annual Inspections**

- Logbook to be checked and confirm that any fault previously recorded has been given urgent attention and the action noted in the log book.
- Every emergency luminaire and emergency exit sign to be energised from its internal battery for its full duration (normally 3 hours) by a simulated mains failure (i.e. operation of the central test unit). During this period every fitting to be visually checked to ensure that they are functioning. Defective luminaires to be repaired or replaced.
- Following completion of the test, every emergency luminaire and emergency exit sign to be checked to ensure that it is lighting and the LED indicators are correctly illuminated. Defective luminaires to be repaired or replaced.
- Record the findings of the three-monthly check in the logbook (even if all is in order), record any faults (detailed description of fault and its exact location) and the action taken.

4.1.2.4 **Every 4 Years**

- Light level tests shall be carried out to confirm the illumination levels.

  When carrying out the regular tests (particularly the annual test) it is recommended that these are carried out at a point of low building occupancy. Immediately following a test the emergency lighting batteries will have been partially or fully discharged giving rise to a potential risk to building occupants in the event of a genuine power failure immediately

following a test. Scheduling tests at weekends for example allows the system batteries to fully recharge prior to the building being re-occupied on a Monday.

4.2 Automatic Fire Detection and Alarm System

4.2.1 Overview

An automatic fire alarm and detection system is provided to ensure an early warning to the staff The system comprises manual call points at final exits (*break-glass units)* and automatic (linear heat detection and some point detection) detectors provided throughout the building.

4.2.2 Schedule of Inspection, Tests & Maintenance

The system is to be maintained in accordance with the provisions of IS 3218: 2013 + A1:2019 and will comprise the following: -

4.2.2.1 Daily Inspections (FSS / Deputy FSS)

- Check that either the fire alarm panel indicates normal operation or if not that any fault or disablement is recorded in the logbook.
- In the event of a fault the user should do the following:
  - Determine the area affected by the fault and decide whether special action (e.g. fire patrols) are needed in that area.
  - If possible determine the reason for the fault or note the activities immediately prior to the fault in the area effected (e.g. building works)
  - Record the fault in the logbook, inform the organisation responsible for servicing and arrange for testing and take further action as appropriate.
- Check that any fault recorded the previous day has received attention.
- On one day each week the Daily Check to be incorporated into the Weekly check.

4.2.2.2 Weekly Inspections

- At least one detector or call point shall be operated to test. A different trigger device to be used each time and an entry shall be made in the logbook recording the particular trigger device that has been used to initiate the test.
- A visual inspection of the standby supply (i.e. batteries within the fire alarm panel) and its connections shall be made to ensure that they are in good condition. Action shall be taken to remedy any defect found.
- Any printer to be checked that its reserves of paper and ink / ribbon are adequate for at least 2 weeks normal usage.
- All action taken and defects found to be recorded in the logbook and reported to the responsible person who shall initiate whatever action is necessary to correct them.

4.2.2.3 Quarterly Inspection

- Entries in the logbook to be checked and any necessary action taken.
- Batteries to be tested as specified by the manufacturer / supplier to ensure that they are satisfactory and any necessary remedial action shall be taken. Notwithstanding, batteries shall be replaced within the period of service life stipulated by the battery manufacturer.
- At least one detector or call point shall be operated to test the ability of the fire alarm system to receive a signal and to sound the alarm and activate the link to the external monitoring centre. All ancillary functions of the fire alarm panel to be tested (e.g. open smoke vents, shut down ventilation systems etc.). All fault indicators to be checked by simulation of fault conditions (e.g. removal of a detector head from its base). All panels to be visually checked for signs of moisture ingress or other deterioration and remedial works undertaken as necessary. It is recommended that during the quarterly service a percentage of the detection devices are tested such that at the end of the annual period all devices have been tested at least once. This is deemed to satisfy the requirement of the Annual Inspection and Test provided that adequate records have been maintained to guarantee that 100% of the devices have been suitably tested.
- The operation of sounders / visual alarms shall be checked such that at the end of the annual maintenance period 100% of all devices have been tested.

- A visual inspection shall be made to check whether structural or occupancy changes have affected the requirements for siting of manual call points, detectors and sounders (e.g. additional partition walls constructed). This inspection shall also confirm that a clear space of 500mm is preserved in all directions around and below every detector and that all manual call points remain unobstructed and conspicuous.
- All further checks and tests specified by the installer, supplier or manufacturer shall be carried out.
- Particular attention shall be paid to areas where alterations to the system or the building have been carried out since the last quarterly inspection.
- All action taken and defects found to be recorded in the logbook and reported to the responsible person who shall initiate whatever action is necessary to correct them.
- On completion of the work, a certificate of Servicing / Testing shall be given to the responsible person. The certificate shall indicate its validity / expiry date.

4.2.2.4 **Annual Inspection**

- The Quarterly Inspection and Test routines shall be carried out.
- Each detector shall be checked for correct operation in accordance with the manufacturer's recommendations.
- Every manual call point shall be checked for correct operation (either using a test key or by normal operation) to confirm the correct operation of the switching mechanism and the ability of the fire alarm system to receive a signal and to sound the alarm. The test shall also confirm the correct operation of any indicator device on the call point and that the response time is within the parameters specified in the standard (3 seconds).
- A visual inspection (as far as is reasonably practical) shall be made to confirm that all cable fittings and equipment are secure, undamaged and adequately protected.
- Check that the required sound levels for the alarm are being achieved. It is strongly recommended that this is carried out in conjunction with the annual fire evacuation drill.
- All action taken and defects found to be recorded in the logbook and reported to the responsible person who shall initiate whatever action is necessary to correct them.
- On completion of the work, a certificate of Servicing / Testing shall be given to the responsible person. The certificate shall indicate its validity / expiry date.

4.2.2.5 **Further Actions**

Actions by the User after any Fire:

1. The organisation responsible for servicing the system shall be instructed to check out the system to include the following:

   1.1 Each detector, call point and system device which may have been affected by the fire shall be inspected for fire damage and tested in accordance with the manufacturer's instructions
   1.2 Each sounder in the affected area shall be tested.
   1.3 A visual inspection shall be made of any other part of the fire alarm system (e.g. power supplies, slave panels, cabling etc. which lies within the fire area or which may have been affected by the fire.
   1.4 Inspect and test the main fire alarm panel and associated batteries and chargers.
   1.5 All defects found to be recorded in the logbook and reported to the responsible person who shall initiate whatever action is necessary to correct them.

2. The organisation responsible for maintaining the system shall be informed of the fire and of any system defects and instructed to carry out appropriate corrective action.

   2.1 If the system includes detectors containing radioactive material (i.e. ionising detectors) then any action required to deal with contamination shall be taken.
   2.2 The area affected by the fire shall be re-commissioned and certified in accordance with the Standard.

Action by the User after any false alarm

1. Identify the particular detector, call point or device which has initiated the alarm and record the details prior to resetting the panel.
2. Where possible, establish the cause of the false alarm.
3. Record the details of the false alarm in the logbook.
4. If any device or group of devices gives repeated false alarms then the organisation responsible for servicing the system shall be informed and instructed to investigate and take appropriate action to remedy the issue.

Action by the User following a fault

1. Determine the area affected by the fault and decide whether special action (e.g. fire patrols) are needed in that area.
2. If possible determine the reason for the fault or note the activities immediately prior to the fault in the area effected (e.g. building works)
3. Record the fault in the logbook, inform the organisation responsible for servicing and arrange for testing and take further action as appropriate.

4.3 First Aid Fire Fighting Equipment

4.3.1 **Overview**

First aid firefighting equipment is provided in the form of portable fire extinguishers and fixed fire hose reels. The principal features and applications of this equipment are summarised below. An inventory of the portable fire extinguishers provided shall be maintained by the Fire Safety Supervisor and maintained in the Fire Safety Register

Type	Principle of Operation	Class of fires
Water (fixed hose reel)	Has a cooling action extinguishing fires involving cellulosic (wood and paper based) solid combustible materials.	*Fire involving ordinary combustible materials such as wood, cloth and paper*
Water (6 or 9 litre)	Has a cooling action extinguishing fires involving cellulosic (wood and paper based) solid combustible materials.	*Fire involving ordinary combustible materials such as wood, cloth and paper*
AFFF (Aqueous film forming foam- multi-purpose) (6 or 9 litre)	Forms a fire extinguisher water film on the surface of the burning liquid. Has a cooling action with a wider extinguishing application than water on solid combustible materials.	*Fire involving materials described above or flammable liquids (petrol, paraffin, paints)*
Dry Powder (4, 6 or 9 kg)	Forms a barrier of fused solid particles over a fire that starves it of oxygen and prevents re ignition	*Fires involving ordinary solid combustible materials, flammable liquids, flammable gasses and fires involving electrical equipment*
CO_2 (Carbon Dioxide) (2Kg)	Vaporising gas that smothers flames by displacement of oxygen in the air.	*Fires involving live electrical equipment.*

4.3.2 **Schedule of Inspection, Tests & Maintenance**

Daily inspections to be undertaken by the Fire Safety Supervisor (*or Deputy) as set out in Section 2.2.* An annual inspection is to be carried out by a specialist contractor as outlined in IS 291: 2015 + A1:2022 *with* record of same kept in the Fire Register. Maintenance record labels should be properly attached to the extinguisher and be up-to-date.

4.4 Electrical Installations

Part 3 of The **Safety, Health and Welfare at Work (General Application) Regulations 2007 (SI 299 of 2007)** shall be adhered to with respect to the use and maintenance of electrical installations, whether they are permanent or temporary installations)

In particular, Regulation 89(b) of SI 299 of 2007, as amended by SI 732 of 2007 applies to the workplace and requires that an employer shall ensure that existing electrical installations be tested by a competent person from time to time (periodically), that a report be completed and that all defects found during the testing and inspection be rectified promptly so as to prevent danger.

Whilst the requirements for testing and maintenance are not within the scope of this document, the owners shall take all necessary precautions and actions required to ensure the appropriate use, and

maintenance of electrical installations throughout the premises, inclusive of temporary installations, in accordance with current industry guidelines.

4.5 Car Park Smoke Vents

The car park is provided with permanent openings at high level throughout in order to serve as ventilation for smoke in the event of a fire. These should be checked on a daily basis to ensure they remain fully open and that they have not been blocked by foliage, temporary hoarding or any other means.

4.6 Hydrant System

The external grounds are provided with fire hydrants throughout as a source of water for fire brigade use in the event of a fire. These should be visually checked on a daily basis to ensure:

- They remain visible through the use of indicator plates and / or yellow paint.
- They remain accessible and do not have any vehicles parked in a manner that obstructs their use, are obstructed by foliage, hoarding or any other means.

In addition to the above, the hydrants should be inspected on annual basis by a competent contractor. The following should be checked as part of the inspection:

- Pits
- Frames
- Covers
- Surface paving around edges of frame
- Depth of outlet below the frame, which should be no more than 300mm below ground level
- Method of indication by means of hydrant indicator plate or sticker

The inspection should include flushing out the outlet and checking the outlet connection. The flow and pressure at the outlet should be measured and noted.

On completion of the inspection, the operation of the frost valve (where fitted) should be checked, and the pit should be left empty and clean.

All maintenance generally in this regard should be in compliance with British Standard BS 9990: 2015

4.7 Fire Brigade Vehicle Access Route

The roads provided around the external grounds fulfil an important role in allowing fire brigade vehicle access around the site. As such, the road concerned should be checked daily to ensure they are clear and available for use. Any obstructions due to inappropriate parking practice or any other reason should be removed as soon as possible.

As a general rule, the use of bollards or any other restriction on fire brigade access routes should be avoided where possible. Where such restrictions are provided along access routes, these should be provided in a manner that is easily removable without delay by any attending fire brigade crew.

4.8 Electro Magnetic Door Locks

Where security is a concern, there are instance where electromagnetic door locks are fitted on doors along escape routes. These locks are interfaced with the fire alarm such that in the event of a fire, the lock will disengage allowing building occupants to make their escape in a timely fashion.

The disengaging of the locks upon activation of the fire alarm system should be checked as part of the weekly checks on the fire alrm system by the fire safety manager or their deputy.

4.9 Assembly Points

Assembly points are assigned to each building on site as per the table below.

As per the daily checks at Section 2.2 above, the locations should be checked to ensure the signage is clear and the areas themselves are clear and available for use.

Building	Assembly Point
The Links (Blocks 1 – 5)	6
The Bay (Blocks 6 – 10)	7
The Gardens	???
The Leisure Centre (vacant)	none assigned
The Bay	5
Giraffe Crèche	7
WTW/ Wipro	4 and 8
Allianz	3 and 9
Novartis	1 and 2
Seamark building (under construction)	11 and 12

The locations of these assembly points are annotated on the drawings contained in Annexe 3.

ANNEXES

ANNEXE 1

RECORDS

CONTACT LIST
FIRE SAFETY MANAGEMENT PERSONNEL / CONTRACTORS

Title	Name	Telephone Number
Property Manager		
Fire Safety Supervisor		
Deputy Fire Safety Supervisor		
Fire Marshals		

System	Company name/address	Contact name	Telephone number
Fire detection and alarm system			
Emergency lighting			
Fire extinguishers			
Electrical Contractor			
Gas Installation			

FIRE SAFETY TRAINING RECORD

Date	Fire Safety Training Provided	Duration	Name of Attendee	Signature

GENERAL FIRE PRECAUTIONS

Fire safety rules to be observed by all staff

DO

* Keep fire-resisting doors shut
* Keep exit doors and escape routes free of obstruction
* Smoke only in designated areas
* Report any defective fire protection equipment to the Fire Safety Supervisor
* Close all fire doors properly
* Report all fires, no matter how trivial, to the Fire Safety Supervisor
* Read and take note of the Emergency Evacuation Notice situated at each Fire Point (prominently displayed)

DO NOT

* Remove fire-fighting appliances from their designated points
* Tamper with any electrical equipment in the building
* Store any goods or waste materials in stairways or other designated escape routes
* Wedge or hold open fire doors or remove the self closing device

Provision of notice: All staff
Fire Safety Supervisor

Purpose of notice: To provide a constant reminder of fire safety rules to be observed by all staff.

GENERAL FIRE EVACUATION NOTICE (Residential / Commercial Car Park)

Fire Alarm signal

The fire alarm signal in this car park is a continuous sounding signal on the sounders. When you hear this you must immediately leave the building.

NOTE: Ensure that you know and understand the fire alarm signals in this building. If you are unsure, speak with the Fire Safety Supervisor.

If you hear the fire alarm signal

DO

* Leave the car park in an orderly manner by the nearest available escape route without stopping to collect valuables, cash, etc.
* Proceed to the assembly point designated for use by your building, or the nearest one accessible if this is not possible.

DO NOT

* Re-enter the car park until instructed to do so.

If you discover a fire

* Operate the nearest fire alarm manual call point (e.g. break-glass unit).

* Attack the fire with the first-aid fire-fighting equipment only if safe to do so and if trained in the use of the equipment provided (Fire Safety Supervisor and Fire Marshals only).

If the fire is too far advanced, close the door of the room containing the fire, leave the building, and proceed to the designated assembly point. Ensure that the alarm has been sounded.

STAFF FIRE ACTIONS NOTICE (Residential / Commercial Car Park)

If you hear the fire alarm signal

* Establish the location of the activation at the fire alarm panel, then proceed to the location identified in order to confirm the presence of a fire and commence evacuation of the area.

If you discover a fire

* Operate the nearest fire alarm manual call point (e.g. break-glass unit) if the fire alarm has not already activated.

* Attack the fire with the first-aid fire-fighting equipment only if safe to do so and if trained in the use of the equipment provided (Fire Safety Supervisor and Fire Marshals only).

* Commence evacuation of the area ensuring there are no persons remaining **if safe to do so.**

If the fire is too far advanced, close the door of the room containing the fire if possible, call the fire service and evacuate the building

LOCAL AUTHORITY FIRE BRIGADE CALL OUT PROCEDURE

In the event of fire outbreak or a fire signal on the alarm panel, immediately dial 999 and ask for the Fire Brigade.

When connected to Fire Brigade control, state clearly:

"Fire at XXXX at Elm Park Green Campus, Merrion Road, Dublin 4".

Do not replace receiver until the address has been repeated by the Fire Brigade.

Call Fire Brigade immediately to every fire outbreak.

If any difficulties are encountered in obtaining a telephone connection to the 999 service, the nearest fire station can be contacted directly on telephone number: [ ]

When the Fire Brigade call out has been confirmed, advise the Fire Safety Supervisor of same on telephone number: [ ]

Provision of notice: Reception staff
Security staff
Fire Safety Supervisor

Purpose of notice: To provide a constant reminder to Reception staff, Fire Safety Supervisor and Security staff of the correct procedures to be followed when evacuating the building and calling out the Fire Brigade.

ROUTINE CHECKLIST (SAMPLE FORMAT)

Fire prevention - means of escape
To be completed by Fire Safety Supervisor/Deputy FSS

DATE

Item	**Routine Check**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**Comments**
Exit doors	○ Doors are not locked ○ Security devices (eg panic bars) functioning ○ Doors open properly and fully ○ Doors are not obstructed (inside or outside)								
Escape Routes	Clear and unobstructed								
Housekeeping	Waste / refuse removed to designated locations								
Fire Doors	○ Fire doors close fully, are not distorted or showing signs of deterioration, i.e. are generally in good repair ○ Self closing device is operating correctly ○ Doors are not wedged in the open position								
Fire Alarm System	○ Check that either the fire alarm panel indicates normal operation ○ At least one detector or call point shall be operated to test (weekly check) ○ Visual inspection of the standby supply (weekly check)								
Emergency Lighting	Emergency luminaires to be checked and ensure that it is lighting								
Fire Fighting Equipment	○ All extinguishers in their correct location ○ Extinguishers have not been discharged (check pins) ○ Check for any sign of visible damage ○ Accessibility and visibility of extinguishers is not obstructed								

PORTABLE FIRE EXTINGUISHERS
INSPECTION/TEST RECORD

To be completed by Maintenance Contractor

Date	Inspected by	Faults found yes/no	Certificate Attached yes/no

FIRE INCIDENT REPORT

To be completed by Fire Safety Supervisor/Deputy FSS

Incident Details	Incident Number	
	Date	
	Time	

Brief Description of Incident

Signature

EMERGENCY LIGHTING
PERIODIC INSPECTION AND TEST - MODEL CERTIFICATE
To be completed by Maintenance Contractor

Address of premises

Telephone number

Inspection and test type annual/quarterly - (delete as appropriate)

Date of inspection and test

Inspection and test carried out by

Name and address

Telephone number

I/we hereby certify that the emergency lighting installation at the above premises has been inspected and tested in accordance with IS3218: 2008 by me/us and to the best of my/our knowledge and belief complies at the time of my/our test with the recommendations of IS3217 code of practice for emergency lighting, published by the National Standards Authority of Ireland, except as stated below.

Signature of person responsible for inspection and test

Title

Date

For and on behalf of

Details of variation from code of practice *(IS 3217)*

FIRE ALARM SYSTEM
PERIODIC INSPECTION AND TEST - MODEL CERTIFICATE
To be completed by Maintenance Contractor

Certificate of testing of fire alarm system at

_____

The system is operational and has been checked and tested in accordance with IS3218: 2013

Delete if not applicable

Quarterly inspection and test

Annual inspection and test

Servicing after a fire

Servicing following a false alarm

Servicing following excessive false alarms

Servicing following a fault

Servicing following a pre-alarm warning

Other non-routine attention *(specify)*

Signed

Date

Status

For and on behalf of *(user or service organisation)*

HOT WORK PERMIT

Date

Permission is granted to

to use

in the (exact location)

between ____ am and ____ am

between ____ pm and ____ pm

* The above location has been examined
* A person will be standing by with an extinguisher while the operation is in progress
* He and the operatives have had the nearest fire alarm/telephone pointed out to them and have been told what to do in the event of a fire
* There are no combustible liquids, vapours, gases or dusts
* All combustible material has either been removed or suitably protected against heat and sparks.

Signature of person issuing permit and position held

Works areas and all adjacent areas to which sparks and heat might have spread were thoroughly inspected on completion of the operation, and thirty minutes later, no smouldering fires were discovered.

Signature of person responsible for the work (*After signing return permit to the person who issued it)*

Note: Applicable to all operations involving flame, hot air or arc welding and cutting equipment, brazing and soldering equipment, blow lamps, bitumen boilers and other equipment producing heat or having naked flames, and operations involving highly flammable liquid.

Cutting and Welding

It should be ensured that

* The job cannot be done by some other means, e.g. dismantling with spanners or cold cutting.
* Two people are present throughout the work.
* Equipment, especially flexible hose, is in good condition
* There are no combustible materials on which sparks may fall. All such materials, if they cannot be removed *(e.g. floors and nearby walls)* should be covered with a non-combustible material such as metal sheeting or fire blankets.
* No lagging or other combustible material is in contact with metal which may become heated by the cutting and welding process.
* Portable extinguishers are nearby and if the risk is considered great, a person is standing by with fire-fighting equipment while the work is in progress.
* Gas cylinders are removed from the building after use.
* The area is checked for fire when the work is finished and 30 minutes afterwards

Cutting and Welding

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* No lagging or other combustible material is in contact with metal which may become heated by the cutting and welding process.
* Portable extinguishers are nearby and if the risk is considered great, a person is standing by with fire-fighting equipment while the work is in progress.
* Gas cylinders are removed from the building after use.
* The area is checked for fire when the work is finished and 30 minutes afterwards.

Blow lamps and blow torches

* Kerosene blow lamps are allowed to cool before changing cylinders.
* Care is taken to avoid ignition of combustible materials in unseen cavities *(e.g. in window frames).*
* Portable extinguishers are readily available.
* The area is checked 30 minutes after the work is finished for signs of smouldering.

Soldering, bitumen heating and other processes requiring heat

* Not left unattended.
* Placed on non-combustible flooring or, if this is not possible, an insulating and non-combustible base, for instance a concrete block, should be placed underneath.
* Suitable extinguishers nearby and operators trained to use them, for instance a nine litre foam extinguisher should be provided where bitumen heating is carried out.
* Soldering irons used with metal stands designed to keep the bits away from combustible surfaces.
* Electrical soldering irons and other electrical equipment unplugged when not in use.
* Bitumen heaters placed where an overflow can be easily controlled without risk of spread to other parts of the premises.

Highly flammable liquids

* Non-flammable or less flammable alternatives used where possible
* Not more than the amount required for one day's work brought into the building. Dispensing carried out in the open air with electrical bonding between containers.
* Stocks kept in a secure position in the open air or external store.
* Smoking materials, portable electrical equipment and other ignition sources prohibited in the vicinity where flammable liquids are in use.
* Good ventilation provided *(e.g. windows/doors open)*
* Foam extinguishers provided at the ready.

Annexe 2
FIRE SAFETY LEGISLATION

The following legislation clearly defines the important and responsible role of management in ensuring adequate levels of fire safety in premises under their control.

1. Fire Services Act 1981/2003

This Act is the primary piece of fire safety legislation in force in Ireland. It places important fire safety obligations on the owners, management and occupants of premises and gives extensive powers to the Fire Authority where it becomes aware of fire safety deficiencies in premises that come within the scope of the Act. The following sections of the Act are particularly relevant to fire safety at the premises

***Section 18 (2)* -** Places a duty on those having control over the premises to take all "reasonable measures" to guard against the outbreak of fire on the premises, and to ensure as far as is "reasonably practicable" the safety of persons on the premises in the event of fire.

Section 18 (3) - Places a duty on all employees and other persons in the building (i.e. staff and visitors) to ensure as far as is reasonably practicable that their actions or non-actions do not result in other persons in the building being exposed to danger from fire.

***Section 19* -** Defines, in general terms, a "*potentially dangerous building*" by listing a range of factors which may constitute a serious danger to life in the event of fire outbreak in the building.

Section 20

Gives extensive powers to the Fire Authority where it becomes aware of fire safety deficiencies in premises which come within the scope of the Act, including the power to serve a "*Fire Safety Notice*" on the owners or occupiers, prohibiting the use of the building until specified works are carried out.

2. Safety Health & Welfare at Work Act 2005

This Act, which came into operation in 1st September, 2005, is applicable to all places of work and provides a legislative framework to promote, stimulate and encourage high standards of health and safety at work. The Act places a duty on employers to protect the safety, health and welfare of the people who work for them. This includes providing and maintaining safe places of work, safe plant and equipment and safety system at work. Employers must provide information and training of employees to ensure their health and safety. Clearly the provision of adequate fire safety measures falls within the scope of this Act.

Safety, Health and Welfare at Work (General Application) Regulations 2007

These Regulations (SI 299: 2007) extend the requirements of the Safety, Health and Welfare at Work 2005 and set down minimum requirements of health and safety in specific aspects of working activities. Within the Regulations, the following sign types are specified in these Regulations;

- Prohibition Signs
- Warning Signs
- Mandatory Sings
- Emergency Escape Signs
- Fire Aid Signs
- Fire Fighting Equipment Signs

3. Building Control Act 2007 and Building Regulations 1997/2009

The Building Regulations 1997/2009 are enacted under the Building Control Act 1990/2007. In addition to regulating the design and construction of new buildings these Regulations are also concerned with:

(a) future material alterations, in or extensions to, the building.
(b) provision of services, fittings and equipment (whether by way of new work or by replacement) in the building.
(c) material change of use of existing buildings or parts thereof.

When a proposed alteration or change of use in the existing building comes within the definition of "*material alteration*" or "*material change of use*", it is necessary to ensure that the work complies with the functional requirements of the Building Regulations. 1997/2009, and you must

(i) Make application for and obtain a Fire Safety Certificate from the Building Control Authority, in advance of commencement of the works or the making of the material change of us / material alteration, as the case may be.
(ii) Make application for and obtain a Disabled Access Certificate from the Building Control Authority, to be Granted by the Council in advance of completion of the works..
(iii) Submit to the Building Control Authority a Commencement Notice not less than seven days and not more than twenty one days, before the commencement of the works or the making of the material change of use.

Annexe 3

Fire Protection Drawings for the Building

16416-FSM-01	Site Layout Plan
16416-FSM-02	The Links – Blocks 1-5
16416-FSM-03	The Links – Blocks 6-10
16416-FSM-04	The Bay
16416-FSM-05	Giraffe Crèche
16416-FSM-06	Office Block A – Willis Tower Watson & Wipro
16416-FSM-07	Office Block B – Allianz
16416-FSM-08	Office Block C – Novartis
16416-FSM-09	Vent Openings and Fire Safety Equipment – Basement Floor Plan
16416-FSM-10	Basement Car Park – Commercial
16416-FSM-11	Basement Car Park – Residential