

**To the Chairperson and Members of
North West Area Committee**

Meeting: 17th October 2017

Item No: 8

With reference to the proposed grant of a licence of a pitch and pavilion at Kildonan Park, Dublin 11.

By way of Agreement dated 1st June 2012 an area at Kildonan Park (also known as Larney Park), Finglas, Dublin 11 was let under licence by Dublin City Council to the Trustees of Mellows BDS Football Club for a term of 10 years from 1st March 2012.

Mellows BDS Football Club has now merged with W.F.T.A Football Club to form a new football club called Finglas United Youth and Football Club.

In order to regularise matters in respect of the licence Dublin City Council relying on Clause 4.01.4 of the aforementioned Agreement terminated that Agreement with effect from 31st May 2017.

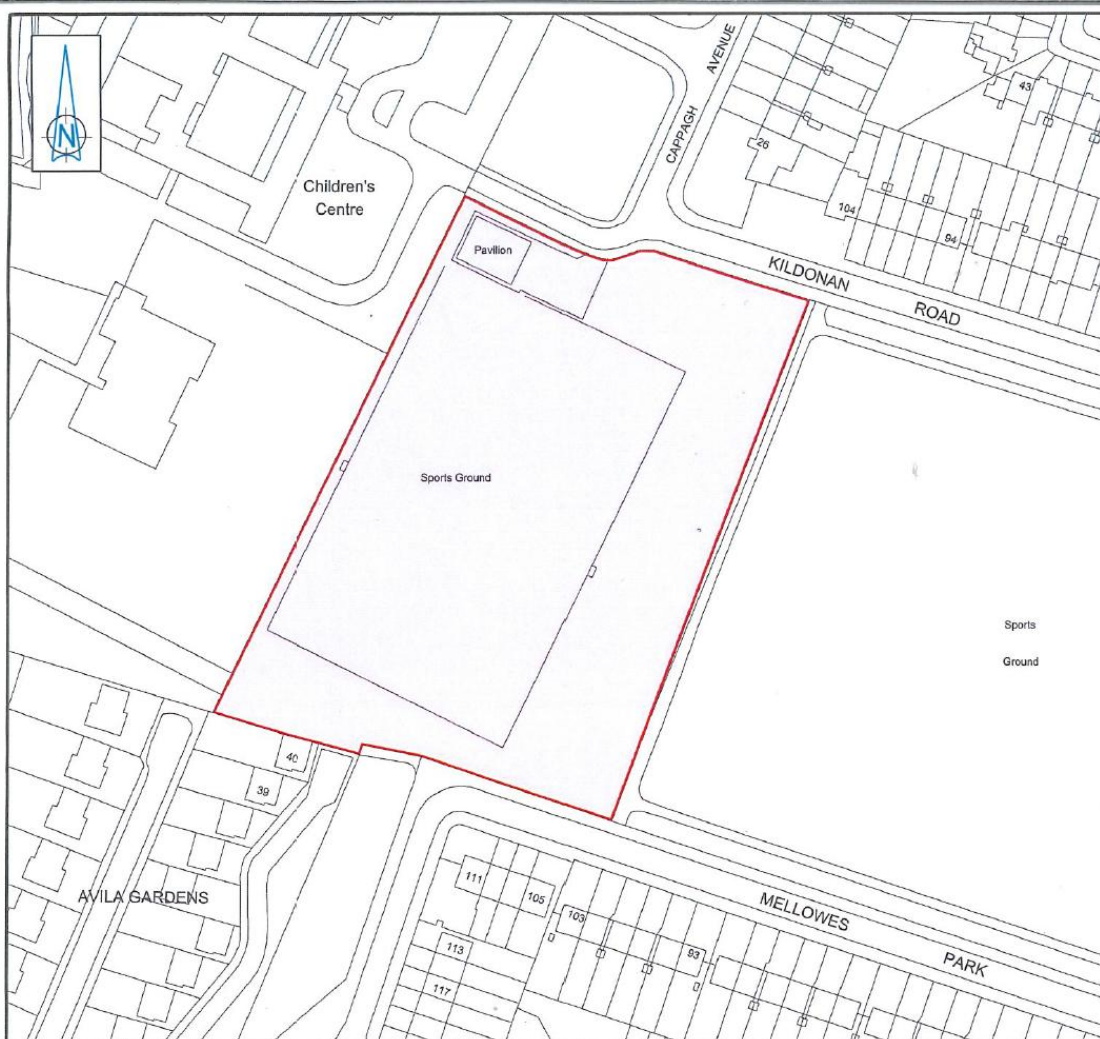
Dublin City Council now proposes to grant a new licence of part of Kildonan Park (also known as Larney Park), Finglas, Dublin 11 as shown outlined in red and coloured pink on Map Index. No. SM-2017-0616 to the Trustees of Finglas United Youth and Football Club subject to the following terms and conditions:

1. The licence shall be for a period of 5 (five) years commencing on 1st June 2017.
2. The licence fee shall be €100 (one hundred euro) per annum for the term of the licence payable in advance in each and every year.
3. The licensed area which for information purposes is more particularly shown outlined red and coloured pink on Map Index SM2011-0284 annexed hereto shall only be used for a non-profit making community football club.
4. The licensee shall indemnify Dublin City Council against any claims for compensation that may be made arising from their usage of the property. The licensee shall indemnify Dublin City Council from and against all actions, damages, costs, proceedings, claims or demands in connection with the use and occupation of the said premises by means of an insurance policy in the sum of €6.5M in respect of Public Liability and €13M in respect of Employers Liability.

5. The licensee shall be responsible for the full internal and external repairs (as appropriate) of the property including maintenance.
6. The licensee shall be liable for all costs associated with ESB, gas, telephone usage, waste management and water charges and any other charges incurred by the licensee associated with the property licensed to it.
7. The licensee shall at all times adequately secure the licensed area against entry by unauthorised persons or damage by third parties and maintain a safe and secure environment for all users of the property including the taking of all reasonable steps to prevent undesirable persons gaining access at any time.
8. The licence shall be personal to the licensee and may not be transferred or otherwise disposed of and the licensee may not part with occupation of the Licensed Area or any part thereof nor grant a licence of the whole or any part of the Licensed Area to any person or body.
9. The licensee shall not sell or allow consumption of alcohol or tobacco on the property which shall be a no-smoking zone at all times.
10. The licensee shall not use or permit any part of the property to be used or occupied otherwise than as a sports facility, or for any purpose or in any manner inconsistent with such use.
11. The licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the licensed area giving at least two weeks notice in writing of its intention, (except in emergency situations) without liability to compensate the licensee for any loss, damage or inconvenience, and do all acts necessary for the purpose of carrying out such works to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.
12. In the event that redevelopment or other works by Dublin City Council, or its nominee, are proposed for the licensed area or in its vicinity, the Council reserves the right to relocate the licensee within Kildonan Park to facilitate the development works.
13. In the event that Dublin City Council requires the licensee to relocate within Kildonan Park for the purpose of redevelopment or other works by the Council or its nominee, the Council will ensure that the facilities at the new location are of a similar type and standard to those that exist at the licensee's present location.
14. The licensee shall not exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the licensed area without first obtaining in advance the written consent of Dublin City Council.
15. Nothing in this licence shall be or ought to be construed as granting any estate, interest or title in the property to the licensee.
16. This licence does not confer any rights under Landlord and Tenant Law and may be terminated by Dublin City Council on the giving of one months notice for any breach of the conditions of the licence. In this regard the licensee shall be required to sign a Deed of Renunciation.

17. Should Finglas United Youth and Football Club disband and no longer be an affiliated association football club, then the licence with Dublin City Council shall automatically terminate.
18. Each party shall be responsible for their own legal fees in this transaction.
19. During the term and at all times, the licensee is to observe and comply in all respects with the provisions and requirements of any and every enactment, regulation, statutory order, statutory instrument, government, departmental, EU, Local Authority Order, regulation or directive, including the recommendations and regulations of the Fire Authority, Health & Safety Authority, Office of Minister of Children and any recommendations and regulations as laid down from time to time by any appropriate body or authority and to indemnify Dublin City Council at all times against all proceedings, actions, costs, charges, claims, expenses, damages and liabilities losses and demands arising from the breach of this Clause.
20. The licence shall be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent in Agreements of this type.
21. The licence shall be subject to the necessary statutory approvals and consents being obtained.

Paul Clegg
Executive Manager



KILDONAN PARK, FINGLAS

Dublin City Council to Trustees of Finglas United Youth & Football Club

Grant of Licence

Area: 1.407 ha.



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council

An Roinn Comhshaoil agus Iompair
Rannán Suirbhéireachta agus Léarscáilithe
Environment and Transportation Department
Survey and Mapping Division

O.S REF
3130-15, 3131-11

SCALE
1:1000

INDEX No FOLDER CODE DIVS REV
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DATE
09-10-2017

SURVEYED /
PRODUCED BY
T. Curran

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DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE
SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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