



With reference to the proposed grant of a further licence of part of the Bluebell Community & Youth Centre, Bluebell, Dublin 12 to Mr. Philip Nolan, on behalf of AFC Belgrave Schoolboys.

The City Council is the owner of the Bluebell Community & Youth Centre which is situated at Bluebell Road, Dublin 12. By way of Agreement dated 27th August 2015 part of the premises which said part is more particularly coloured pink on Map Index No. SM2011-0210 was let under licence by Dublin City Council to Philip Nolan on behalf of AFC Belgrave Schoolboys for use as changing rooms for a term of 11 months from 25th May 2015 and subject to a licence fee of €100 per annum.

The licence expired on 24th April 2016 and the licensee has been overholding under same. The Centre Manager has confirmed they have no objection to the grant of a further licence for a term of 4 years.

Accordingly it is now proposed to grant a licence of part of the premises known as the Bluebell Community & Youth Centre which said part is more particularly coloured pink on Map Index No. SM2011-0210 to Philip Nolan on behalf of AFC Belgrave Schoolboy's subject to the following terms and conditions:

1. The licence shall be for a 4 year period and shall commence on 25th April 2016.
2. The portion of the premises to be licensed is more particularly delineated on Map Index No. SM2011-0210 and shall be used solely as changing rooms.
3. The licence fee shall be €100.00 per annum payable in advance.
4. The licence shall be non transferable and the licensee shall not sublet, sub divide, alienate or part with possession of the subject property.
5. The licensee shall be obliged to sign a Deed of Renunciation.
6. That Dublin City Council reserves the right to allow other users access to the area from time to time, following consultation with the licensee.
7. That the licensed area reverts to Dublin City Council should the licensee cease to be a football club.
8. That the licensee shall have reasonable access to/use of all common areas including kitchens, toilets etc. and ensure that after use such areas are left in the same condition as found.
9. That the licensee shall have the use of the area **mainly** during the opening hours of the centre and should ensure there is sufficient trained staff on duty when the area is being used. Outside of Centre opening hours when no member of the City Council is

on duty and the licensee has the prior approval of the Centre Manager to use its' licensed area then the licensee shall nominate one officer of the club as key holder/alarm operator, this officer shall facilitate access to the **licensed area only** by the licensee and its' invitees.

- a. During such times the licensee shall have restricted access within the Centre which is controlled by means of a zonal security system. Contact details for the nominated officer (including address, land and mobile phone numbers) shall be made known to the Centre Manager.
10. That the area shall be used by the licensee as changing rooms for the normal activities of the club including matches, training sessions and football competitions. The use of the area for any other activity shall require the prior permission in writing of Dublin City Council.
11. Where the licensee is engaged in activities with other clubs, organisations or individuals, that the licensee shall be responsible for use of the licensed area by such groups or individuals.
12. That the licensee shall be responsible for adequately securing the area at all times, against entry by unauthorised persons or damage by third parties and to maintain a safe and secure environment for all users of the licensed area including the taking of all reasonable steps to prevent unauthorised persons gaining access at any time which shall include the locking of all doors, windows and all other apertures.
13. That the licensee shall be responsible for keeping the licensed area and any other area used by it clean and tidy after all use, including showers, sinks, storage presses and walkways. (A levy shall be charged on the licensee by the Centre Manager if this condition is not met). A designated member of the club shall be appointed as liaison officer on this issue with the Centre Manager.
14. That the licensee shall ensure that one (and only one) of their members is appointed to represent the group on the Centre Advisory Group and ensure he/ she attends meetings on a regular basis.
15. That the licensee shall supply all equipment required to run its' services, including sporting equipment, office supplies and equipment - phones, photocopier etc.
16. Should the licensee wish to install a landline, broadband etc. it shall be the licensee's responsibility to apply for the connection(s), arrange for the installation and pay associated costs – as well as paying maintenance and line rental costs and costs incurred in the making of phone calls and use of the internet. Such installations shall require the prior written consent of Dublin City Council and must not interfere with the fabric of the building.
17. That should the licensee wish to use other “bookable spaces“ within the centre that these must be booked and paid for through the Centre Manager, at the Main Reception desk.
18. The licensee shall have access to the Bluebell Community and Youth Centre car park. However, a space cannot be guaranteed to be available and no alternative arrangements – financial or otherwise – can be made when the car park is full.
19. The licence may be terminated by either party on giving the other one month's notice in writing.

20. The licensee shall keep the licensed area in good condition and repair during the terms of the licence and shall not make any material changes to it without the prior consent of Dublin City Council.
21. The licensee shall comply with all terms of the building's Waste Management Plan.
22. That the licensee shall indemnify the 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 €6.5 million of Public Liability and €13 million of Employers Liability against any claim by any person, employee or invitee of theirs.
23. The licensee shall be responsible for insuring its' own contents.
24. The licensee shall be responsible for the payment of an annual service charge. The amount of the licensee's contribution to the service charge shall be a sum bearing such proportion to the entire service charge as the floor area of the licensed unit bears to the overall floor area of the centre.
25. There shall be a prohibition on the sale or consumption of intoxicating liquor in the licensed area.
26. That the licensee acknowledges and agrees that the interior of building is a no smoking area in its entirety.
27. On termination of the licence the licensee shall be responsible for the removal of all their equipment and belongings from the premises and for leaving the licensed area clean and in good condition.
28. That the licensee shall report any damage to the structure, fittings or equipment caused by its members or invitees to the Centre Manager (Main Desk).
29. That the licensee shall not exhibit any sign, board, placard, poster or advertising matter or any flag or banner in or outside the area without first obtaining the written consent of Dublin City Council.
30. A designated storage press shall be allocated to the licensee and access to and control of this press shall be by the licensee and Centre Manager only. This press is solely for the storage of items associated with the activities of the licensee - any items found by the Centre Manager not pertaining to the activities of the licensee shall be removed and disposed at the cost of the licensee.
31. During the term and at all times, the licensee shall 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 the 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.
32. That the licensee shall ensure compliance with all Health & Safety Legislation prior to the signing of the licence agreement and comply with all Food, Safety and Hygiene Regulations and other Legislation Codes as appropriate.

33. 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.
34. That each party shall be responsible for their own fees in this matter.
35. The Licence shall be subject to any other terms and conditions deemed appropriate by the Council's Law Agent.

The lands upon which the Bluebell Community & Youth Centre was built were acquired in fee simple from Louis B. Dowling 1951.

The proposed disposal shall be subject to such conditions as to title to be furnished as the Law Agent in his discretion shall stipulate.

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

This proposal was approved by the South Central Area Committee at its meeting on the 19th September 2018.

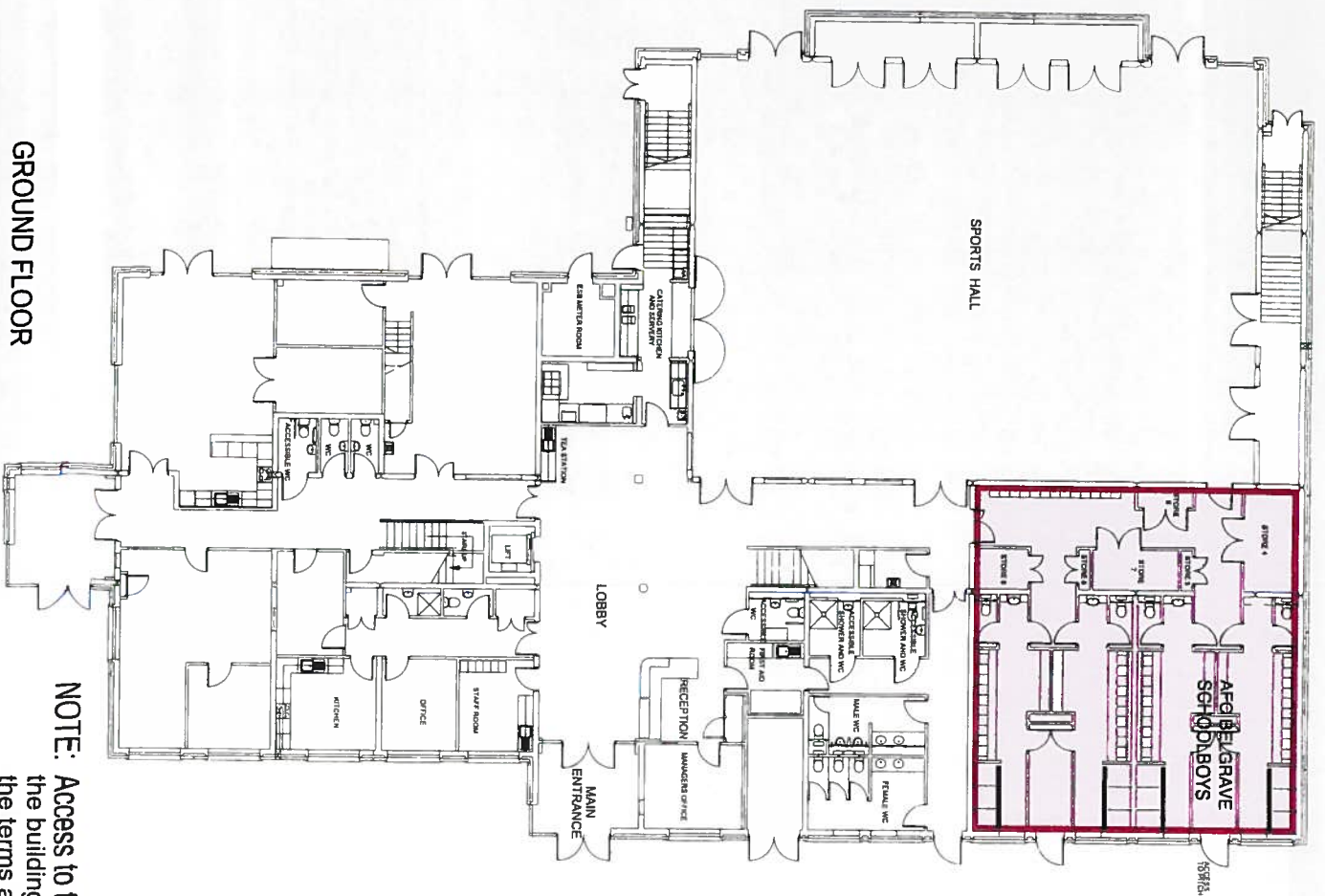
This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

Resolution to be adopted

"That Dublin City Council notes the contents of this report and assents to the proposal outlined therein".

Dated 5th day of October 2018.

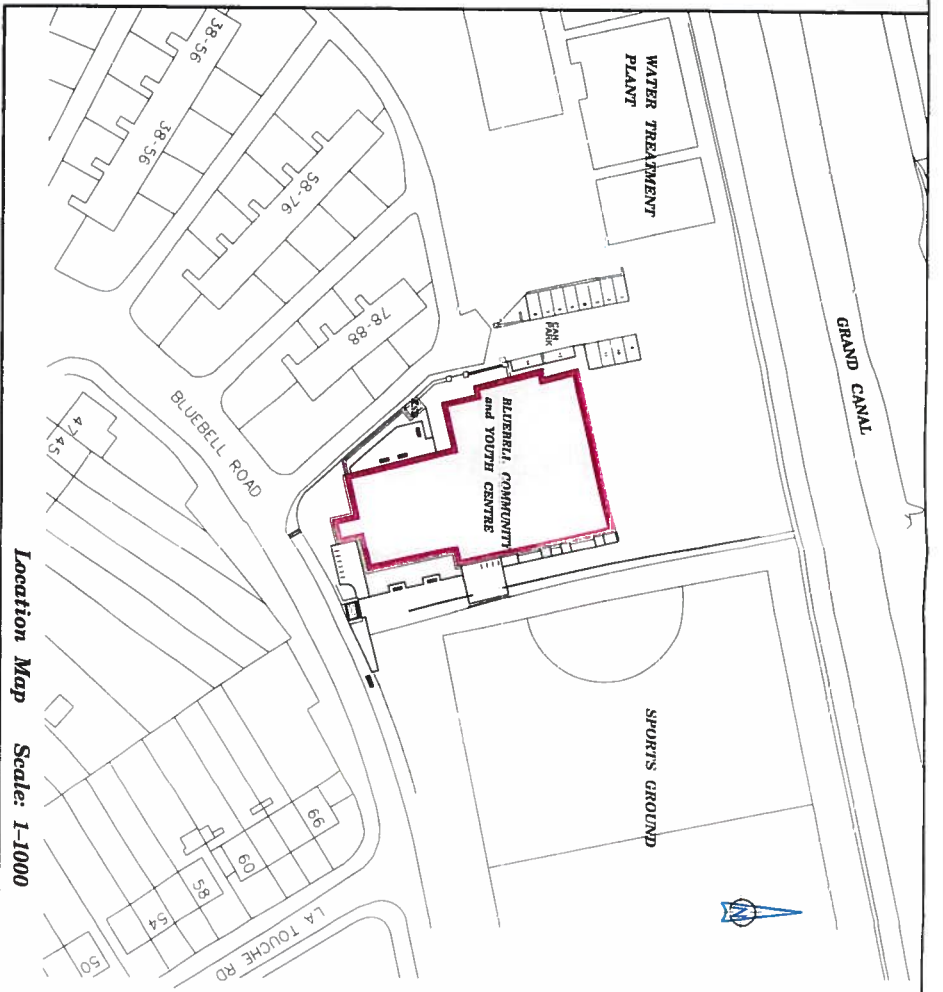
Paul Clegg
Executive Manager



GROUND FLOOR

NOTE:

Access to the Store Rooms and the building facilities are subject to the terms and conditions of the Licence and the discretion of the Centre Manager




Location Map Scale: 1:1000

BLUEBELL COMMUNITY AND YOUTH CENTRE

Dublin City Council to AFC Belgrave Schoolboys

Grant of 11 Month Licence

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|  DUBLIN CITY COUNCIL <small>Comhairle Cathrach Bhaile Átha Cliath</small> <small>ENVIRONMENT AND ENGINEERING DEPARTMENT</small> <small>RUNWAYS AND MAPPING SERVICES DIVISION</small> <small>Revenue, Seachtúil, Saincheisteacha, Aisín, Leasachóirí</small> | | <small>Scale 1:200</small> <small>DATE 23-08-2011</small> <small>DESIGNED BY P. Keating</small> <small>PROPOSED BY MICHAEL PHILLIPS</small> <small>CITY ENGINEER</small> | |
| <small>G.S. REF. 3262-18</small> <small>DATE 23-08-2011</small> <small>DESIGNED BY P. Keating</small> <small>PROPOSED BY MICHAEL PHILLIPS</small> <small>CITY ENGINEER</small> | | <small>SCALE 1:200</small> <small>DATE 23-08-2011</small> <small>DESIGNED BY P. Keating</small> <small>PROPOSED BY MICHAEL PHILLIPS</small> <small>CITY ENGINEER</small> | |
| <small>FILE NO. SM-2011-0210-0204-C3-001-B.dgn</small> <small>INDEX No. SM 2011-0210</small> | | <small>THE MAP IS SUBMITTED TO THE COMPTROLLER GENERAL OF THE PUBLIC WORKS AND SUPPLIES DEPARTMENT, DUBLIN CITY COUNCIL.</small> <small>MANAGER LARRY SILVERSTEIN, A.M.A.M.</small> <small>DUBLIN CITY COUNCIL</small> | |

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