



With reference to the proposed grant of a further licence of a premises at Bushy Park, Rathdown Road, Terenure, Dublin 6W to Sportsworld Running Club.

Managers Order D185 dated 19th May 2009 approved the grant of a licence for premises in Bushy Park, Rathdown Road, Terenure, Dublin 6W shown on Map Index No PD2009-071 to Sportsworld Running Club for a term of 11 months commencing the 1st May 2009 and subject to a licence fee of €100.

This licence was subsequently renewed and the most recent licence agreement to Mr. Patrick Lynch on behalf of Sportsworld Running Club expired on the 30th November 2017 and the licensee has been overholding under same. The Council's Parks and Landscapes Services Department has confirmed they have no objection to the renewal of a further licence.

Accordingly it is proposed to grant a 2 year licence of premises in Bushy Park, Rathdown Road, Teneure, Dublin 6W as shown on Map Index No. PD2009-071 to Mr. Patrick Lynch on behalf of Sportsworld Running Club from 1st December 2017 subject to the following terms and conditions.

1. The licence shall be for a term of 2 years commencing on 1st December 2017.
2. The licence fee shall be €200 per annum.
3. The licensee shall be obliged to sign a Deed of Renunciation.
4. That the licence shall be personal to the licensee and shall be non-transferable and the licensee shall not sublet, subdivide, alienate or part with possession of the subject property.
5. That the building may only be used by the licensee as a non-profit making Community Running Club and in the event of it ceasing to be used for such purposes the licence shall be terminated. The licensee shall have the use of the building from 9.00am to 10.00pm. daily. The licensee shall not use or permit the licensed area to be used or occupied otherwise than as a sports facility, or for any commercial purpose or activities whatsoever, which are inconsistent with the normal running of a Community Running Club.
6. Dublin City Council reserves the right to allow other users access to the building from time to time, following consultation with the licensee.
7. The licensee shall be responsible for adequately securing the building 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 which shall include the

locking of all doors, windows and all other apertures located within the licensed area. If the licensee is in the Park after the Park's normal closing times they must ensure that gates are properly closed and secured when leaving the Park.

8. The licensee shall be responsible for all costs associated with electricity, gas, telephone usage and waste management, as well as any other charges incurred by the licensee associated with the licensed area. The only exceptions are charges for rates and water, which shall be borne by Dublin City Council.
9. The licensee shall be responsible for the upkeep of the building and surrounding area and, shall keep same in good state of repair and carry out all routine internal maintenance and minor repairs to the building during the period of the licence. Dublin City Council will carry out any external maintenance and internal and external structural repairs.
10. 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.
11. The licensee shall not exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the premises without first obtaining the written consent of Dublin City Council.
12. The licensee shall agree not to do, or allow to be done, or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to the City Council or the occupiers of neighbouring premises or the public at large.
13. The Park Ranger at his discretion shall determine whether any activity by the licensee in Bushy Park constitutes a nuisance or danger to other park users and to advise them to desist from continuing with this activity. In this regard the licensee shall ensure that its members do not engage in jogging or speed work on the Park footpaths.
14. The licensee at all times shall not permit or allow the sale, consumption or use of alcohol or drugs of any kind in any part of the building. The licensed area shall be a smoke free zone at all times.
15. The licensee shall not remove or permit the removal of any fixtures and fittings not supplied by them.
16. The Council shall insure the building on its block policy of insurance for all its buildings in respect of fire damage, damage through storm or tempest in accordance with the normal fire insurance policy. The licensee shall be responsible for insuring their own contents.
17. The licensee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability in the sum of €6.5M for any one incident and Employers Liability in the sum of €13M, and shall indemnify Dublin City Council

against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises, which would render void or voidable the insurances of the premises.

18. The licence may be terminated by Dublin City Council upon the giving by the Council of one month's notice in writing to the licensee of its intention to terminate. Should Sportsworld Running Club formally disband, their licence agreement with Dublin City Council will be terminated.
19. With the exception of complying with the conditions of this licence, the licensee shall not incur any further capital expenditure on the Property without obtaining the prior written consent of the Council.
20. Each party shall be responsible for their own legal fees in respect of the grant of the licence.
21. The licence will be subject to other terms and conditions as per previous Agreements and/or any additional terms as deemed appropriate by the City Council's Law Agent.

The land on which the park is situated was acquired in Fee Simple from Sir Robert De Vere Shaw on 3rd February 1953.

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 East Area Committee at its meeting on the 10th December 2018.

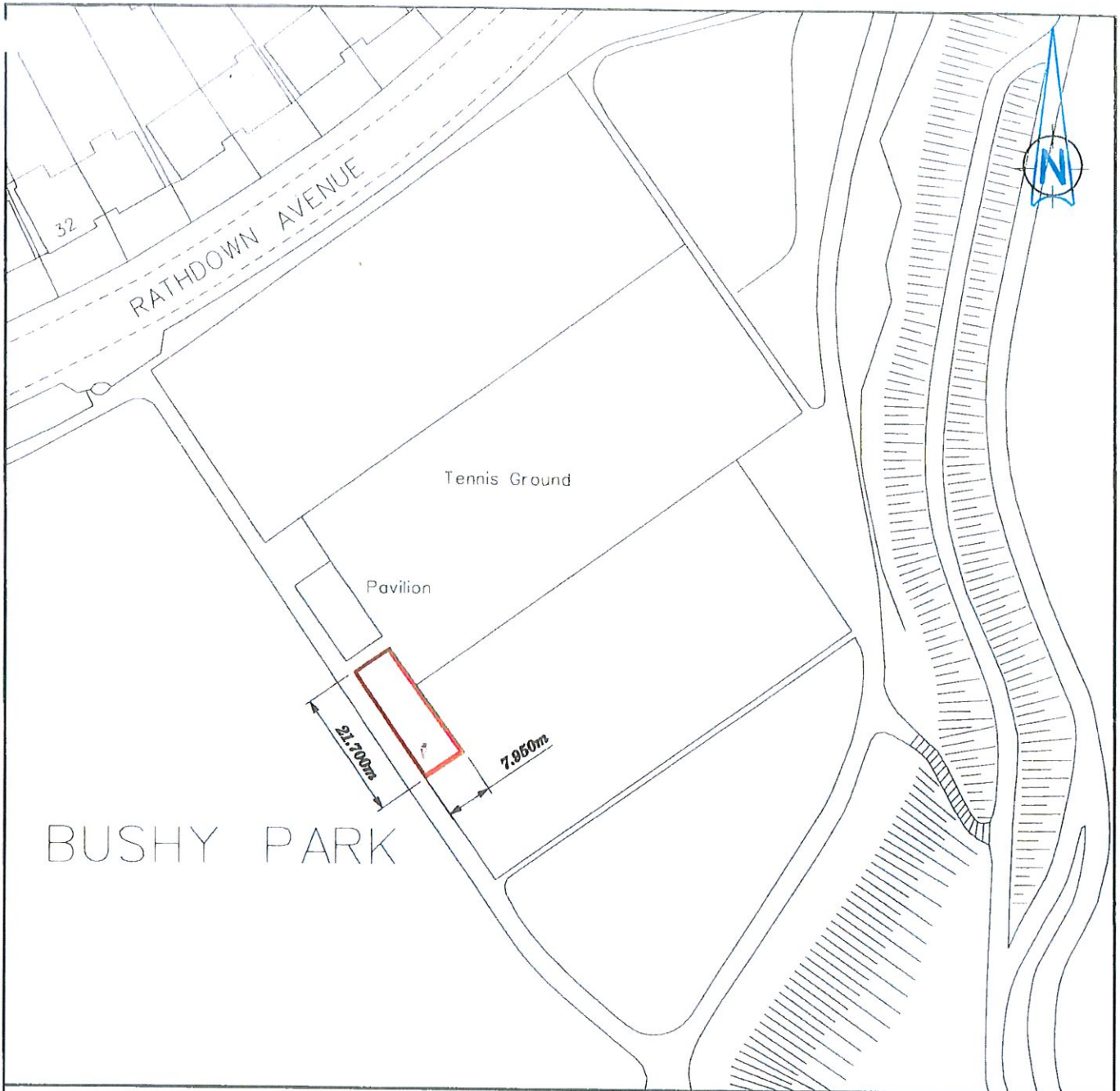
This report is submitted in accordance with the requirement of Section 183 of the Local Government Act 2001.

Resolution to be adopted:

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

Dated 14th day of December 2018.

Paul Clegg
Executive Manager



**RATHDOWN AVENUE – BUSHY PARK– SITE AT
Dublin City Council to Sportsworld Running Club
Grant of 11 month licence**

Area: 168 sq m



Dublin City
Baile Átha Cliath

DUBLIN CITY COUNCIL
Comhairle Cathrach Bhaile Átha Cliath

DEVELOPMENT DEPARTMENT

An Roinn Forbartha

M. PHILLIPS CITY ENGINEER	Date By		Revisions :	SCALE 1-1000	INDEX No. PD2009-071
	DATE 30-04-2009	O.S. REF. 332923	E.314100 N.229364-IG		
SURVEYED / MADE BY C.P.B.	If OSi data included : ©Ordnance Survey Ireland. All rights reserved. Licence Number 200922/CCMA/DublinCityCouncil				