

01/10/2021

To the Lord Mayor, Chairperson and Members of  
The North Central Area Committee

Meeting: 18/10/2021

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**With reference to the proposed grant of a lease of land at All Saints Park, Raheny, Dublin 5 to Raheny Shamrock Athletic Club.**

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Raheny Shamrock Athletic Club (The Club) has for many years occupied a building to the rear of the Raheny Scout Den on the Howth Road. Originally a schoolhouse, the building is in very poor condition and no longer fit for purpose. The building is inadequate for expansion and the Club has been engaging with Dublin City Council (DCC) for some time to identify an alternative site for the construction of a new Club house.

A site at All Saints Park, Raheny, Dublin 5 in the ownership of Dublin City Council was identified and was considered to be suitable for the Club's requirements. The Club made a presentation of its proposal for use of the site to the North Central Area Committee meeting of 15th February 2021 and has now applied to Dublin City Council for a lease of the land in order to construct its clubhouse.

Following negotiations with the Club, the Chief Valuer has now reported that agreement has been reached in respect of a proposed grant of a lease by Dublin City Council of the land, subject to the following terms and conditions which are considered to be fair and reasonable:

1. That the land is shown outlined in red on the attached map Index No. SM-2021-0143 and has an area of 0.3 acres or thereabouts.
2. That Dublin City Council shall enter into an Agreement for Lease with Raheny Shamrock Athletic Club in advance of the club submitting a planning application.
3. That the Club shall have a period of twenty four months from the date of the grant of statutory approval by the Elected Members of the Council to obtain planning permission and to complete construction of the clubhouse on the subject site. In the event that the Club fails to obtain planning permission and/or has not completed construction within this twenty four month period then DCC shall have an option to terminate the agreement on providing not less than one month prior written notice.
4. That the Club shall provide all planning and building documentation to DCC for approval in advance of submitting a planning application and beginning construction.
5. That on the grant of planning permission the Club, its contractor and professional team shall be permitted to enter onto the subject property under a Building Licence agreement, if required, on standard terms to be agreed for the purposes of commencing the approved development.
6. That on completion of the clubhouse to the satisfaction of the City Architect, the Club shall be granted a lease for a term of 35 years, to commence on a future date to be agreed.
7. That the market rent payable shall be €30,000 (thirty thousand euro) per annum, plus VAT if applicable.

8. That provided that the leased area is used as a clubhouse for Sporting, Community and Recreational uses only and for no other purpose, the market rent will be abated as follows:
  - Year 1: €3,000 (Three thousand euro)
  - Year 2: €3,500 (Three thousand and five hundred euro)
  - Year 3: €4,000 (Four thousand euro)
  - Year 4: €4,500 (Four thousand and Five hundred euro)
  - Year 5: €5,000 (Five thousand euro)
9. That the market rent shall be reviewed to open market rent at the end of every fifth year.
10. That the abated rent shall be reviewed at the end of every fifth year by reference to the Consumer Price Index (CPI).
11. That the Club shall use the leased area as a clubhouse and for ancillary Sporting, Community and Recreational uses only. In the event that the Club ceases to use it for such purposes then the full open market rent as determined by the Chief Valuer shall apply and shall not be abated.
12. That the rent is to be paid quarterly in advance.
13. That the Club shall be responsible for any VAT or stamp duty arising on execution of the Lease.
14. That the Club shall be responsible for the maintenance and upkeep of the leased area to include security and secure boundary treatment and protecting the subject property from any form of contamination.
15. That the Club shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the property, without the prior written consent of the Lessor.
16. That the Club shall obtain Public Liability Insurance indemnifying the Lessor in the sum of €6,500,000 (six million and five hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million euro) against any and all claims arising from its use of the land and surrounding area/curtilage and shall provide proof of such insurances to DCC.
17. That the Club shall be responsible for all outgoings – rates (if applicable), insurance (to pay the annual premium directly to the insurance company and provide proof of such insurances to DCC), and any other outgoings, statutory or otherwise, for the duration of the term of the lease from the date of commencement.
18. That the Club shall ensure that the appropriate Health and Safety legislation is adhered to in connection with its occupation of the leased area.
19. That the Club must, following completion of the clubhouse, in accordance with planning permission granted, obtain the written consent of the Lessor before undertaking any additional works, alterations or development, including the erecting of any structure, making any excavation or submitting any further application for planning permission.
20. That the Club shall not erect any sign or advertisement on the premises without prior approval of DCC.
21. That the Club shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the demised premises.
22. That the Club shall be responsible for the management and disposal of waste in accordance with all present and future Waste Management and Litter legislation.
23. That the Club shall not erect any telecommunications equipment.

24. That in the event of the Club failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Lessor may revoke this Agreement by giving the Lessee notice in writing to that effect or unless otherwise stated in such Notice, this agreement shall cease immediately upon such Notice having been given.

25. That each party shall pay their own legal fees in this matter.

The disposal shall be subject to any such covenants and conditions as the Law Agent in her discretion shall stipulate.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

**Paul Clegg**  
**Executive Manager**

**Date: 4<sup>th</sup> October 2021**