

26/5/2022

To the Chairperson and Members of  
The South East Area Committee

Meeting: 13/6/2022

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**With reference to the proposed grant of lease of Rosary Park, Harold's Cross to Harold's Cross Youth and Football Club**

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In 2019 a football pitch and community building known as Rosary Park, Harold's Cross was acquired for a nominal sum by Dublin City Council from the St. Laurence O'Toole Diocesan Trust. The Trust had overseen the management and use of the premises for many years and a condition of the transfer to the Council was that existing users of the premises would continue to be facilitated.

None of the users of the premises had any formal lease or licence agreements with the Trust and it is necessary for Dublin City Council to regularise the position.

The principal user of the premises and football pitch for many years has been Harold's Cross Youth and Football Club and it is considered appropriate that this club be primarily responsible for the management and upkeep of the premises. However, in order to ensure that a fair and equitable process is agreed for all users of the premises a Supervisory Committee has been established comprising officials from Harold's Cross Youth and Football Club, Harold's Cross Village Community Council and Dublin City Council and this committee has agreed a protocol for that purpose.

Following negotiations with the club it is now proposed to grant a lease to Harold's Cross Youth and Football Club subject to the following terms and conditions, which the Chief Valuer considers to be fair and reasonable:

1. That the subject property comprises a sports ground, car parking and a community building as shown outlined in red on the attached Map Index No. SM-2022-0193.
2. That the lease shall be for a period of 10 (ten) years and shall commence on the date agreed between parties.
3. That the Market Rental Value of the property is €69,000 (sixty nine thousand euro) per annum. The commercial rent shall be abated to €1,000 (one thousand euro) per annum, plus VAT if applicable, provided the Tenant complies with terms and conditions of this agreement.
4. That the Market Rental Value will be subject to review every five years. That the Council reserves the right to review the abated rent every five years.
5. That the Tenant shall use the leased area in accordance with the protocols agreed between the Tenant, the Harold's Cross Village Community Council and Dublin City Council.
6. That the Tenant shall be responsible for the internal repair, upkeep and maintenance of the property, including windows, doors and all plate glass. The Tenant must immediately notify the Council if there are any structural damages or repair works

required to the property. A condition survey with photographs will be agreed prior to the commencement of the lease.

7. That the Council will fund the cost of refurbishing the building and the Tenant will be expected to establish a Sinking Fund for future building maintenance works. The details of the Sinking Fund will be agreed between the Council and the Tenant by a separate agreement.
8. That the Tenant shall not at any time make any structural change or material alteration to the property without prior written consent from the Council.
9. That the Tenant shall be responsible for all outgoings associated with its use of the subject property including inter alia rates, taxes, utilities, service charges and any other charges.
10. That the Tenant shall at all times be responsible for the proper storage and removal of waste and pay for all associated charges.
11. That on termination of the lease, the Tenant shall at their own expense remove all items not belonging to the Council and shall leave the property in a clean condition to the satisfaction of the Council.
12. That the Tenant shall indemnify Dublin City Council against any and all claims arising from its use of the subject premises. The Tenant shall take out and produce Public Liability Insurance in the sum of €6.5 million and Employer Liability Insurance in the sum of €13 million for any incident with a recognised Insurance company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.
13. That the Tenant shall ensure that its use and occupation of the subject property complies with all statutory consents.
14. That no alcohol should be consumed on the subject premises.
15. That the each party shall be responsible for their own legal fees.
16. That the Tenant shall sign a Deed of Renunciation.
17. That these terms and any other terms as deemed necessary by the Law Agent, will be incorporated into a legal agreement which will be prepared by the Council's Law Agent and completed by both parties.
18. That this proposal is subject to the necessary approvals and consents being obtained.

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

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

**Máire Igoe**

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**A/Executive Manager**

**1/6/2022**

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**Date**