

To the Chairperson and Members of
The North Central Area Committee

Meeting: 20/2/2023

Proposed grant of 10-year licence of a Sports Pavilion at Springdale Road, Dublin 5 to St. Malachy's AFC Company Limited by Guarantee.

St Malachy's Football Club previously occupied an old and run down pavilion on Springdale Road. The current pavilion was built by the Culture, Recreation and Economic Services Department and is located in a more prominent position on Springdale Road. The old pavilion building has since been demolished.

It is now proposed to grant an 10-year licence of this pavilion to St. Malachy's AFC Company Limited By Guarantee subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. The licensed area comprises the property outlined in red on the attached copy map SM- 2017-0729 Revision C.
2. The licence is to commence on the 2nd of April 2017 and shall be for a period of 10 years.
3. The licence fee is €35,000 (thirty five thousand euro) for the licence period, abated to €1,000 (one thousand euro), provided that the property is used for sporting and community purposes only.
4. The licence fee is payable monthly in advance by electronic funds transfer.
5. In the event that the property ceases to be used for the use outlined at No.3 above the licence shall be terminated or the licence fee shall revert to the full market licence fee.
6. The Licensee will be responsible for the day to day management of the property, and will be responsible for the following:
 - a. The switching on/off of the pavilion lighting. All activity in the pavilion is to cease by 9.50 pm and lights to be turned off by 10 pm.
 - b. To supervise the pavilion during all hours of use and keep it in a clean, neat and safe condition at all times, including the removal of litter.
 - c. To keep the property in good condition and repair during the term of the licence.
 - d. To carry out regular inspections of the pavilion to ensure that the facility is free from any defect and a register of these inspections must be kept showing the date and the name of the persons responsible for the inspection.

- e. In consultation with the Council to undertake any necessary works or repair and maintenance, including fixtures and fitting therein, by competent tradesmen/contractors.
 - f. The Licensee shall notify the Council immediately of any structural defect or building damages that occur, the costs of which shall be incurred by the Council unless deliberately caused by the Licensee or invitee, employee etc.
7. The property will be made available to other sports clubs and community groups, on request.
8. The Licensee may charge a community rate per hour for use of the property to cover costs, including opening & closing costs and utility costs.
9. All income generated must be held in a dedicated bank account, opened by the Licensee, and the income will be used solely for the costs of utilities and day to day maintenance of the property.
10. The maintenance of the bank account and associated records are the responsibility of the Licensee, however they will be made available to the Council for inspection upon request.
11. The Licensee will be responsible for all outgoings including electricity, gas, waste management etc.
12. The Licensee is to ensure that a no smoking policy is enforced within the property and grounds.
13. No alcohol is permitted to be made, sold or consumed on the premises and the property must be kept smoke free at all times.
14. The Licensee shall during the term and at all times, observe and comply in all respects with the relevant legislation, regulations, bye-laws as applicable, including compliance with all Health & Safety legislation. The proposed Licensee shall meet each and every requirement of the City Council's Fire Office and any Health and Safety Officer appointed by the Council, at all times. Failure to comply with this condition shall be a ground for revocation of the licence.
15. Either party may terminate the Licence, upon giving one months' notice in writing.
16. The Licensor may terminate the licence, upon giving 24 hours' notice, in the event of
 - a. Non-payment of licence fee,
 - b. Breach of any term of the Licence
 - c. The Licensee being declared bankrupt.
17. In the event the Club should disband; the licence will terminate immediately and revert to Dublin City Council.

18. The Licensee is not to 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 the Licensor.
19. The Licensee shall not make any structural change or material alternation or addition of any kind to the property, or paint stone walls or the floor.
20. The Licensee shall not hang any window coverings or other articles on the windows of the property, without seeking prior approval by the Council.
21. No portable heaters are permitted to be used in the pavilion.
22. The Licensee shall not remove or allow any other person to remove any furniture, fixtures, fittings and any other items supplied by the Council.
23. The Licensee is 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 Licensor or the occupiers of neighbouring premises or to the public at large.
24. The Licensee is to notify the Licensor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
25. The Licensee shall not place or permit to be placed any obstruction of any nature or kind in or upon the common areas, footpaths or approaches to the pavilion. The Licensee shall at all times keep and maintain all fire escapes at all times free from obstructions of any kind whatsoever.
26. The Licensee shall permit the Council, its servants and agents, accompanied by all necessary equipment to enter the property at all times by 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, to do all acts necessary for carrying out works to the property which the Council may think fit and on demand forthwith to remove articles out of the property as may be indicated by the Council as requiring removal (vacating the property completely if necessary) in order to enable such works to be more conveniently carried out. The Council shall not be liable to compensate the Licensee for any loss, damage or inconvenience as a consequence of the performance of any works by it, its servants or agents within any part of the property.
27. The Licensee shall indemnify the Council against all claims, losses, expenses, damages, demands and other liabilities whatsoever in respect of the injury or the death of any person or damage to any property of any person or persons using the premises or having access to the premises and to take out a Policy of Public Liability Insurance Cover in the amount of €6.4m and Employer's Liability Insurance in the amount of €13m with a reputable Insurance Company in the joint names of the Licensor and the Licensee to cover all such accidental loss or damage or injury howsoever arising and to produce to the Licensor (if requested) evidence of such Policy or Policies together with the Premium receipt or receipts evidencing the payment of the Premiums to date.

28. The Licensor will be responsible for the insurance of the building structure and contents.
29. The Licensee shall not permit the property or any part thereof to be used as a place for dwelling, accommodation lodging or sleeping. It shall not be used as a residential property and if found to be used for any residential purpose, the licence will be terminated.
30. The Licensee shall not use or permit the use of any commercial purpose or activities whatsoever which are inconsistent with the normal running of the soccer club.
31. The Licensor will ensure the fire certificate for the building is in place and provide documentation to the Licensee.
32. The Licensor will be responsible for maintenance of the structure and fabric of the pavilion and the costs of same. This shall exclude the cost of wilful damage or neglect.
33. The Licensor will be responsible for the provision and maintenance of the fire alarm and intruder alarm.
34. The Licensor will provide a telephone line and data points and Wi-Fi. The costs of the running of services will be the responsibility of the licensee.
35. The Licensee is not to impede or interfere in any respect whatsoever with the Licensor in the exercise of its right to exclusive possession of the premises which is subject only to the rights of the Licensee hereunder. The Licensor shall retain a set of keys to the facility.
36. The licence is personal in nature and the Licensee shall not assign or sublet the premises.
37. The licence does not confer any rights under Landlord and Tenant Law and the Licensee will sign a deed of renunciation, with the benefit of legal advice.
38. Each party shall be responsible for their own fees.
39. The licence shall be subject to other terms and conditions deemed appropriate by the Councils Law Agent.

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

Máire Igoe _____
Máire Igoe
Acting Executive Manager

Date 8/2/2023 _____