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## **Grant of a 10 year Licence to Finglas United Football Club at Kildonan Park, Finglas, Dublin 11.**

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An application has been received for a 10 year Licence of a property in Kildonan Park, Finglas, Dublin 11. Dublin City Council is the owner of the subject property as shown on map SM-2024-0328.

The Council proposes to grant a licence of the subject property to Finglas United FC subject to the following terms and conditions:

1. The licence shall be for a term of 10 years or the life of the all-weather pitch whichever is the lesser, commencing on the execution of the licence agreement. The terms of the agreement shall be reviewed annually by both parties within the period with the provision at the end of this period (10 years) to review the option to negotiate a second term of 10 years.
2. The all-weather pitch shall be open solely for use in connection with sporting activities.
3. Finglas United FC will be the anchor tenant of the all-weather pitch at Kildonan Park and will enter into a licence agreement with Dublin City Council. They are responsible for the day to day management of the all-weather pitch for the benefit of the community.
4. Finglas Celtic FC will have equity and a fair allocation of the available hours in the all-weather facility in agreement with Finglas United FC.
5. The facility will be known as Kildonan Park Astro Pitch.
6. Both clubs will engage in joint media promotion/opening of the Astro, promoting both clubs equally in the community and guaranteeing equity concerning future development.
7. Both clubs will endeavour to engage in doing community-based social events.
8. DCC will appoint one point of contact for the clubs/all-weather pitch guaranteeing smooth communication.
9. Mediation will be made available if required in the event of any conflictual issues occurring in the future.
10. The Licensee will set hourly rates for the hire of the pitch which will include commercial rates and community rates for peak times and non-peak times. Peak and non-peak times will be defined by the Licensee and the allocation of peak hours in the facility, particularly during the winter months, must be clearly outlined in a separate document. The document must also include the hours the facility is available to other users e.g. local schools & other sports clubs and will be agreed with the Licensor prior to the commencement of the licence. All rates to be charged are also subject to the prior agreement of the Licensor.

11. The Licensee will keep the definition of what constitutes a “community rate” under regular review, ensuring that an adequate sliding scale applies to disadvantaged community groups on a case by case basis, thereby maximising the accessibility and social inclusiveness of the facility.
12. All income deriving from the all-weather facility will be held in a dedicated bank account by the Licensee and will be used solely for the purposes of its allocation to expenditure for:
  - a) All utility costs e.g. floodlighting
  - b) Costs of maintenance of the all-weather pitch
  - c) Towards a sinking fund to renew the pitch surface after 10 years or when required

At the end of any trading year, any surplus in the account after utility/other costs, will be transferred by the Licensee to a Dublin City Council bank account with prior notice and agreement of the Council for the agreed cost of contract maintenance contracted by the Licensor and the agreed amount towards a sinking fund. The maintenance of the bank account and all associated financial records remain the responsibility of the licensee.

13. The Licensee will maintain a spreadsheet for every three month period (quarterly) identifying hours allocated, groups and monies paid in the previous quarter and will provide a copy of this spreadsheet to the Licensor. The Licensee shall prepare and produce annual financial accounts and other relevant information (including the bank account), in relation to the all-weather pitch in accordance with the Licensor’s requirements.
14. The Licensee shall operate and run the facility on behalf of the Licensor in accordance with good business management and practice and will be responsible for the following:-
  - a) Opening and closing the facility each day.
  - b) Switching on/off of floodlights. All activity on the pitches to cease by 21:50 and floodlights to be turned off by 22:00.
  - c) Routine maintenance of the all-weather pitch including the removal of litter and leaves.
  - d) Supervise the all-weather pitch during all hours of use as arranged through them and keep the pitch in a tidy and safe condition at all times.
  - e) Carry out regular inspections of the all-weather facility 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.
  - f) Any defect is reported immediately to the Licensor.
  - g) The playing surface is inspected before any match or practice or training to ensure there are no sharp objects or glass likely to cause injury and to remove these prior to play.
  - h) Display in a prominent location in the facility stating that all loose jewellery must be removed before use of the facility and that suitable footwear must be worn by any and all participants.
15. The Licensee agrees not to do, 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 Council or the occupiers of neighbouring premises or the public at large.
16. The Licensee shall not erect or exhibit any sign, board, placard, poster or advertising matter of any flag or banner on or outside the facility without first obtaining the written consent of the Licensor.
17. The Licensee shall maintain the following levels of insurance: Public Liability Insurance indemnifying Dublin City Council in the sum of €6.5 million for any one incident and Employers Liability €13.5 million with an insurance company authorized by the Central Bank of Ireland proof of which must be provided to the Licensor annually.

18. 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.
19. That the Licence shall include any amendments and/or other conditions as are deemed appropriate by the Council or its Law Agent.

The property was acquired in Fee Simple part under Refs. 6, 20 & 21 of the Finglas No. 3 Area CPO, 1954. The portions comprised in Refs. 6 and 20 were acquired from John Byrne. The portion comprised in Ref. 21 was acquired from Charles Smith. The remainder was acquired by agreement from the Kearney Estate.

The Land Development Agency has decided not to acquire the land for the purposes of section 53(4) of the Land Development Agency Act 2021 and has notified the Council in writing to this effect.

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

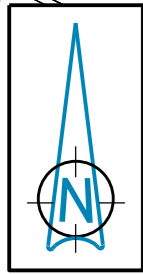
This proposal was approved by the North West Area Committee at its meeting on the 16<sup>th</sup> July 2024.

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

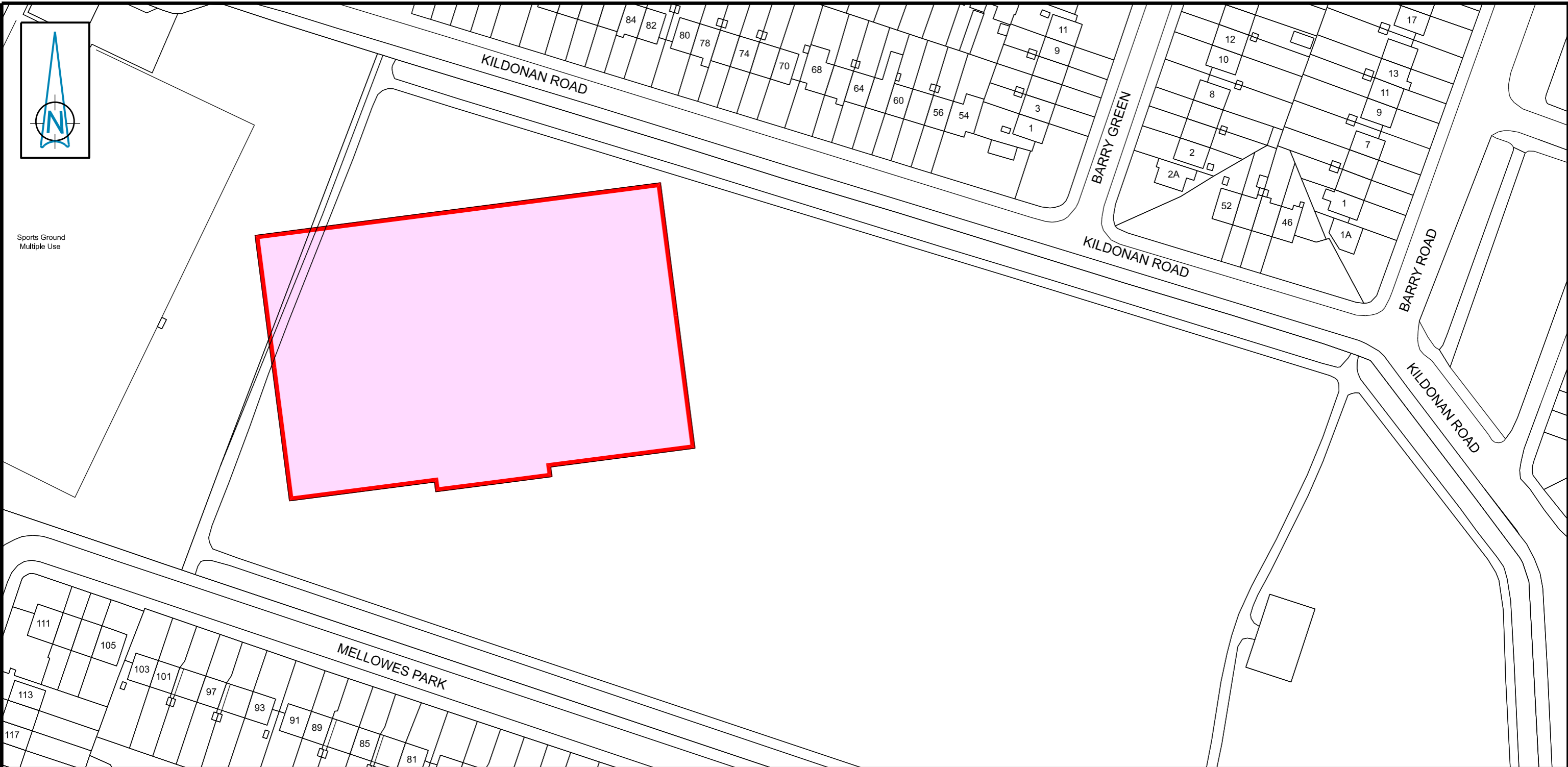
**Resolution:**

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

**Sheila Hennessy**  
**A/Executive Manager**  
**19<sup>th</sup> August 2024**



Sports Ground  
Multiple Use



# KILDONAN PARK, FINGLAS

Dublin City Council to Trustees of Finglas United Youth & Football Club

Grant of 10 year Licence

Area: 0.744 ha.



Comhairle Cathrach  
Bhaile Átha Cliath  
Dublin City Council

An Roinn Comhshaoil agus Iompair  
Rannán Suirbhéireachta agus Léarscáilithe  
Environment and Transportation Department  
Survey and Mapping Division

O.S REF  
3130-15, 3131-11

SCALE  
1:1000

INDEX No | DWG No | REV  
**FILE NO** F:\SM-2024-0328 - 001 - B.dgn

DATE  
02-07-2024

SURVEYED /  
PRODUCED BY  
T. Curran

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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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**THOMAS CURRAN**  
ACTING MANAGER LAND SURVEYING & MAPPING  
DUBLIN CITY COUNCIL

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