

3<sup>rd</sup> October 2024

To the Chairperson and Members of  
The North Central Area Committee

Meeting: 21<sup>st</sup> October 2024

Item No:

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**Grant of a 5 year licence of Tennis Courts, St. Anne's Park, All Saints Road, Dublin 5 to the Trustees of St. Anne's Park Tennis Club trading as St. Anne's Park Tennis Club**

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An instruction was received from Parks, Biodiversity and Landscape Services to grant a licence to St. Anne's Park Tennis Club in relation to the use of a portion of the pavilion at the tennis courts in St Anne's Park, All Saint's Road, Raheny, Dublin 5, as outlined red on Map Index SM-2024-0304.

The City Council is prepared to grant a 5 year licence of Tennis Courts, St. Anne's Park to the Trustees of St. Anne's Park Tennis Club, subject to the following terms and conditions which the City Valuer considers to be fair and reasonable:

1. That the licenced area comprises part of the pavilion and ten tennis courts, at St. Anne's Park, All Saints Road, Dublin 5, as outlined in red on Map Index SM-2024-0304.
2. That the Licensee shall confirm the legal entity prior to engaging in legal negotiations.
3. That the licence shall be for a term of five years commencing on the 1<sup>st</sup> July 2023.
4. That the licence fee shall be € 2,000 (two thousand euro) per annum, No VAT applies. That the licence fee shall be paid annually in arrears by EFT transfer.
5. The licensee shall manage the ten tennis courts on behalf of the Council i.e. the licensee will be responsible for managing the Pay and Play, including collecting fees and will meet all operating costs and expenses incurred in the management of the licensed area.
6. The licensee's proposal for management of the Pay and Play is subject to the agreement of the Council prior to execution of the Licence and is to include provision for facilitating the Dublin Parks Tennis League schools programme.
7. The Licensee will be responsible for the opening and closing of the licensed area and its security system and will share the key-holding services with the Council.
8. That the Licensed Area may occasionally be opened before and beyond normal park times and a procedure for this is to be agreed with the Council prior to execution of the licence.
9. That the Licensor shall hand over the pavilion, tennis courts and common areas contained within the Licensed Area in existing condition. A schedule of condition to

be appended to the licence. The schedule of condition shall be prepared by the Licensor and agreed with the Licensee in advance of execution of the licence.

10. That the Licensee shall ensure a minimum of one court is available for Pay and Play at all times in order to facilitate a first come/first served system for those members of the public not participating in coaching/leagues.
11. That the Licensee shall pay utilities including heating and electricity during the term of the licence.
12. That the Licensee shall clean and maintain the toilets for the users of the licenced area.
13. That the Licensee shall keep the Licensed Area in good condition and repair during the term of the licence. The Licensee is responsible for internal repairs and maintenance only.
14. The Licensee shall keep all fixtures and fittings and furniture supplied by the Council in good condition and repair during the term of the Licence and shall not remove or permit the removal of any of it.
15. The Licensee must ensure that no vehicles enter on to the tennis courts at any time without the prior approval in writing of the Council, save in the case of emergency and vehicles required for maintenance and repair to the flood lighting.
16. That the Licensor shall ensure the property complies with all legislation, planning permission, fire regulations, and statutory requirements prior to handover to the Licensee.
17. The Licensee shall be responsible for maintaining compliance of the licensed area after handover.
18. The Licensor shall be responsible for maintenance of the tennis courts and the structure of the licensed area.
19. The Licensor will be responsible for opening and closing the St. Anne's Park gates.
20. That the licence agreement shall be terminated by either party on giving two months prior written notice.
21. That the licence is exclusive to the named Licensee only, and cannot be transferred, assigned or sublet in any way.
22. That the Licensee shall be responsible for fully insuring the Licensed Area and shall indemnify the Licensor against any and all claims arising from its use of the Licensed Area. The Licensee shall take out and produce Public Liability Insurance to the sum of €6.5million and Employer Liability Insurance in the sum of €13 million for any incident with an insurance company authorised by the Central Bank of Ireland to operate in the Republic of Ireland and the policy shall indemnify the licensor against all liability as owner of the property.
23. That the Licensee shall be responsible for fully insuring their equipment /contents.
24. That each party shall be responsible for their own professional fees in this matter.

25. That upon expiry of this licence, the Licensee shall at its own expense remove all materials not belonging to the Licensor if so requested, and shall leave the property clean and cleared to the satisfaction of the Licensor.
26. The Licensee shall permit the Licensor, its servants and agents, to enter the Licenced Area giving at least two weeks-notice in writing of its intention, (except in emergency situations) to carry out works, 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 as the Council deem necessary.
27. That the licence shall contain all the covenants and conditions normally contained in City Council licences of this nature and any other terms and conditions deemed appropriate by the Law Agent.
28. The Licensee shall covenant with the Licensor to take all reasonable precautions to avoid obstruction or interference with Uisce Éireann-owned infrastructure beneath the Licensed Area, which will be marked clearly on Map Index SM-2024-0304 prior to execution of the licence.

The Land Development Agency has advised that it is not intended 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.

**Maire Igoe**

**8/10/24**

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**Máire Igoe**  
**A/ Executive Manager**

**Date** \_\_\_\_\_