



With reference to the proposed grant of a licence to use and manage the Pavilion, Tennis Courts and Padel Courts, Bushy Park, Dublin 6 to the Padel Federation of Ireland CLG.

Following an invitation to tender for a licence to use and manage the Pavilion, Tennis Courts and Padel Courts, Bushy Park, Dublin 6, four tenders were received. Based on a qualitative and quantitative evaluation of the tenders received, it is recommended that a licence be granted to the Padel Federation of Ireland CLG to manage the Pavilion, Padel Courts and Tennis Courts, Bushy Park, Dublin 6, for a period of two years. Dublin City Council (DCC) reserves the right to renew the licence for a further two periods of one year each at terms to be agreed.

The proposed Licence shall be subject to terms and conditions and the area is as shown outlined in red on Map Index No SM2016-0623.

The Licence will be subject to the following terms and conditions:

1. The Licensee will be granted a licence to use the facilities on a non-exclusive basis.
2. The Licence shall be for a period of two years and shall commence on a date to be agreed. The City Council reserves the right to renew the licence for a further two periods of one year each with the agreement of both parties and subject to the total period of the licence not exceeding four years. The Licence, if extended, will be subject to terms and conditions.
3. The Licensee shall pay 30% of the income generated from lettings of the courts to Dublin City Council, which must be lodged to Dublin City Council's account on a monthly basis. After the first year this fee will be subject to review and subject to annual audited accounts being submitted by the licensee.
4. The following will be the responsibility of the Licensee:
 - Nominate a dedicated manager who will act as the main point of contact with the City Council for the duration of the licence. The manager will not change without agreement with the council and shall liaise with a DCC representative bi-monthly or as otherwise agreed
 - Maintain/manage the pavilion, tennis courts and padel courts for the use of playing tennis and padel
 - Open and close the licensed area
 - Monitor and implement the security system attached to the building and will share the keyholding services with Dublin City Council in respect of the alarm system for security purposes

- Ensure that tennis court/padel courts are nominated and made available on a first come, first play basis to persons/general public who are not participating in coaching or other programmes/leagues at the courts
- Collect fees in respect of “pay and play” users
- Provide statistics and information including income and outgoings, relating to the use of the pavilion, tennis courts and padel courts quarterly to the Council
- Submit published certified accounts annually to the Council
- Payment of all utilities and services (e.g. ESB, Water, telephone etc)
- Payment of all necessary brand licence, franchise or other ongoing fees
- Meet directly all operating costs and expenses involved in the management of the pavilion and courts
- Compliance with all DCC’s security and other policies applying to contractors/suppliers
- Physical security & insurance of their own equipment and cash
- All signage to be approved by DCC
- Make available the use of tennis courts in summer and during certain dates within the three school terms by Dublin Parks Tennis League for the provision of their annual children’s tennis coaching programmes. The exact dates/number of courts to be agreed with Dublin City Council and Dublin Parks Tennis League in January each year and notified to the Licensee.

5. Dublin City Council will be responsible for the following:

- Ensuring the fire certificate for the building is in place and providing documentation to the licensee
- Provision and maintenance of the structure and fabric of the pavilion & courts. This shall exclude the costs of wilful damage or neglect
- Opening and closing of all the park gates
- Provision and maintenance of fire alarm and intruder alarm
- Insurance of building structure.

6. The Licensee must ensure that the toilet facilities are maintained to a good standard and are available to all park users. However, in some circumstances access may be denied to individuals at the discretion of the licensee.

7. The Licensee shall keep the pavilion in good condition and repair, including all fixtures and fittings, including furniture supplied by Dublin City Council during the term of the Licence and shall not remove or permit the removal of any of the above.

8. The Licensee must ensure that no vehicles enter on to the 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.

9. The Licensor will provide the Licensee with a key for the gate and early opening for pavilion /courts is permitted subject to an agreed procedure with Dublin City Council. Similarly, as the courts are floodlit, it is anticipated that the pavilion/courts may be opened beyond normal park closing times and will be subject to an agreed procedure with Dublin City Council.

10. The Licensee shall not at any time:

- i. make any structural change or material alteration or addition of any kind to the pavilion, tennis courts or padel courts save with the prior written agreement of the Council, and upon such terms as the Council shall specify
 - ii. hang or affix any material on walls save with the written consent of Dublin City Council
 - iii. assign or sublet the premises or any part thereof including fittings and fixtures. It shall not allow any other person to occupy or share occupancy of the pavilion, tennis courts or padel courts, save with the prior written consent of the Council and upon such terms as the Council shall specify. Dublin City Council shall have absolute discretion in granting or refusing such permission.
11. On termination of the Licence, the Licensee shall at his own expense remove all items not belonging to the City Council and shall leave the property in a clean and good working condition to the satisfaction of the Council.
12. The Licensee undertakes to use the premises only for the purpose stipulated. They will operate the pavilion, tennis courts and padel courts during agreed opening hours and ensure there is sufficient trained staff on duty to provide a quality service at all times. The Licensee will ensure that the highest standards of customer service are provided to the clientele of the facility.
13. The Licensee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability €6.5 million, Product Liability €6.5 million and Employers Liability €13 million and shall indemnify Dublin City Council against all actions, proceedings, costs, claims demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises. Copies of insurances to be presented to Dublin City Council before commencement of the concession. The fixture and fittings in the pavilion, tennis courts and padel courts will be insured by the Council. The contents belonging to the Licensee will not be insured by the Council.
14. The Licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the premises giving at least two week's notice in writing of its intention, (except in emergency situations) to carry out any 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 to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.
15. 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 its servants or agents within any part of the premises.

16. The Licensee shall not infringe or permit the infringement of the terms of any Act of the Oireachtas, any regulation made pursuant to the same or any bye-law or regulation of a local or public authority, in or about the use of the pavilion, tennis courts and padel courts.
17. The Licensee shall ensure compliance with all Health & Safety Legislation and regulations made there under. The Concessionaire must submit a copy of an up to date Safety Statement (SS) and Risk Assessment (RA) and must be **Site Specific** to the pavilion, tennis courts and padel courts, Bushy Park.
18. The Licence agreement may be terminated by either party on giving the other two months notice in writing of its intention.
19. The Council shall have no responsibility whatever for the goods and works of the Licensee on the premises.
20. Nothing herein contained is intended to create or shall be taken as creating a relationship of Landlord and Tenant between the Licensor and the Licensee.
21. Each party shall be responsible for their own legal fees.
22. The Parties hereto accept that this Agreement is a Licence Agreement for the use of the premises only and that it does not constitute nor is it intended to constitute a tenancy of any sort in the premises.
23. These terms and conditions 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 prior to the Licensee entering onto the property.
24. The Licensee shall sign a Deed of Renunciation.

The property was acquired from Sir Robert De Vere Shaw in 1953.

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 South Central Area Committee at its meeting on 9th January 2017.

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

Dated 16th day of January 2017.

Paul Clegg
Executive Manager



Bushy Park, Dublin 6
Pavilion, Tennis Courts & Padel Courts
 Grant of 2 Year Licence to Padel Federation of Ireland
 Licence Map

Area (7423 SQ m) delineated red thus: ———



Comhairle Cathrach
 Bhaile Átha Cliath
 Dublin City Council

Rannóg na bPárceanna agus Seirbhísí Tirdhreach
Rannán Suirbhéireachta agus Léarscáilithe
 Parks & Landscape Services Division
 Survey and Mapping Division

O.S REF
 3328-23

SCALE
 1:1000

DATE
 13-12-16

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 PRODUCED BY**
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 DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE
 SURVEY, MAPPING AND RELATED RESEARCH APPROVED

L. MOORE
 CITY PARKS
 SUPERINTENDENT

APPROVED _____
THOMAS CURRAN
 ACTING MANAGER LAND SURVEYING & MAPPING
 DUBLIN CITY COUNCIL

INDEX No.
SM-2016-0623