

12<sup>th</sup> March 2019

**To: The Chairman and Members of  
South Central Area Committee**

Meeting: 20<sup>th</sup> March 2019

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**With reference to the proposed grant of a further licence for the use of part of the premises at Longmeadows Pitch & Putt Club, Sarsfield Road, Ballyfermot, Dublin 10.**

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By way of Agreement dated 18<sup>th</sup> October 2011 part of the premises at Longmeadows Pitch & Putt Club, Sarsfield Road, Dublin 10 which said part is more particularly shown outlined red and coloured pink on Map Index No.SM-2019-0188 was let by Dublin City Council under licence to Longmeadows Ballyfermot Pitch & Putt Company Limited for a period of 11 months from 1<sup>st</sup> July 2011 and subject to a licence fee of €100 (one hundred euro).

This licence was subsequently renewed and the most recent licence agreement expired on 30<sup>th</sup> November 2017 and the licensee has been overholding under same. The Council's Parks and Landscape Services Division of the Community, Recreation and Amenity Department have confirmed that they have no objection to the granting of a further licence on similar terms and conditions.

Accordingly, it is now proposed to grant a 3 year licence for use of part of the premises at Longmeadows Pitch & Putt Club, Sarsfield Road, Dublin 10 to Longmeadows Ballyfermot Pitch & Putt Ballyfermot Company Limited subject to the following terms and conditions:

1. The licence shall be for a further period of 3 years commencing on 1st December 2017.
2. The licence fee shall be €100.00 (one hundred euro) per annum.
3. That the licensee shall be required to sign a Deed of Renunciation.
4. The premises which is more particularly shown outlined red and coloured pink on Map Index No. SM-2019-0188 shall be open solely for use in connection with the activities of a pitch & putt club at a minimum of between the hours of 7.30am and one hour before dusk.
5. The licensee shall be liable for all outgoings associated with that part of the building used by the licensee.
6. The licensee shall at all times adequately secure the building against entry by unauthorised persons or damage by third parties and maintain a safe and secure environment for all users of the facility including the taking of all reasonable steps

to prevent undesirable persons gaining access at any time which shall include the locking of all doors, windows and all other apertures of whatsoever nature located within the licenced area.

7. Dublin City Council will arrange a fire and security maintenance and monitoring contract. The licensee will pay 50% of the call out charge in relation to key holding and alarm response service.
8. The licence shall be non-transferable.
9. The licensee shall provide and maintain services within the pavilion such as catering facilities and shop as agreed with Dublin City Council and shall provide club hire as required.
10. There shall be a prohibition on the sale or consumption of intoxicating liquor on the premises except with the written consent in advance of the licensor, along with the licensee obtaining a Court order and complying with all statutory requirements in this regard.
11. The licensee acknowledges and agrees that the building is a no smoking area in its entirety.
12. The licensee to inspect on a regular basis the state of repair and condition of the unit and to immediately notify same to Council. The cost of repairs will be incurred by the Council unless caused by the negligence of licensee or invitee, employee etc. The licensee shall keep the premises in good condition during the term of the licence and shall not remove or permit the removal of the fixtures, fittings and appliances from the building.
13. The licensee shall operate and run the facility on behalf of Dublin City Council in accordance with the principles of good business management and further, with a view to maximising the potential of the Pitch & Putt Club as a sports facility.
14. The licensee shall prepare and produce financial accounts and other relevant information in accordance with Dublin City Council's requirements.
15. The licensee shall take out and produce Public Liability Insurance in the sum of €6,500,000 (six million five hundred thousand euro) and Employer's Liability Insurance in the amount of €13,000,000 (thirteen million euro) for any one incident with a recognised Insurance Company with offices in the State and the policy shall indemnify the Council against any liability as owner of the premises.
16. The licensor shall insure the building on its block policy of insurance for all its buildings in respect of fire, damage, damage through storm or tempest in accordance with the normal fire insurance policy. The licensee shall be responsible for insuring its' own contents.
17. The licensee shall not erect or exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the facility without first obtaining the written consent of the licensor.
18. The licensee shall be responsible for keeping the immediate environs of the licensed part of the building and the Pitch and Putt course clear of litter.
19. This licence does not confer any rights under Landlord and Tenant Law and may be terminated by the Dublin City Council, giving two months notice, for any breach

of the conditions of the licence and such other terms regarding termination as determined by the Law Agent.

20. Each party shall be responsible for their own legal fees in the transaction.
21. If the Company formally disbands the facility will be passed back free of charge to Dublin City Council.
22. On termination of the licence the licensee shall at their own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the Council.
23. The licensee shall organise the order of play on the course and generally ensure appropriate behaviour of those using the course and pavilion. The licensee shall facilitate individual and group pre-booking. The licensee shall undertake day-to-day housekeeping such as lighting, heating, cleaning and keeping in good order the facilities in and around the pavilion including the supply of cleaning materials, towels, toilet rolls etc.
24. The licensee shall provide reliable, experienced and trained personnel at all times to deliver the required level of service.
25. During the term and at all times, the licensee to observe and comply in all respects with the provisions and requirements of any and every enactment, regulation, statutory order, statutory instrument, government, departmental, EU, Local Authority Order, regulation or directive, including the recommendations and regulations of the Fire Authority, Health & Safety Authority, Office of Minister of Children and any recommendations and regulations as laid down from time to time by any appropriate body or authority and to indemnify the City Council at all times against all proceedings, actions, costs, charges, claims, expenses, damages and liabilities losses and demands arising from any breach of this Clause.
26. Dublin City Council reserves the right to enter the building and to allow other users to access to the Building from time to time following consultation with the licensee.
27. The licensee shall facilitate Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the Licensed area 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, 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.
28. The licence will be subject to any other terms and conditions deemed appropriate by Dublin City Council's Law Agent.

**P. Clegg**

**Executive Manager**