



With reference to the proposed grant of a 10 year licence for St. Anne's Park All Weather Pitch, Raheny, Dublin 5

Culture, Recreation and Economic Services Department has recommended that a 10 year licence be granted to Raheny Sports Alliance Limited for the all weather pitch at St. Anne's Park. The area in question is shown delineated in red on Map Index No. SM-2017-0683. Raheny Sports Alliance (RSA) was formed on an equal share basis by Raheny GAA and Raheny United to cater for the high demand for an all-weather facility for GAA and soccer in Raheny.

The Chief Valuer has reported that agreement has now been reached with Raheny Sports Alliance Limited, 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 26th April 2017 and expiring on 25th April 2027. The terms of the agreement shall be reviewed annually by both parties within the period with the provision at the end of this period of 10 years to review the option to negotiate a second term of 10 years.
2. The License Fee will be €1 per annum if demanded. All income deriving from lettings 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) costs of maintenance for the all-weather pitch, the contract for which will be organised by Dublin City Council (b) all utility costs to be paid by the licensee e.g. floodlighting and (c) towards a sinking fund to renew the pitch surface after 10 years.

There should be no additional or major expenditure with the exception of utility costs without authorisation from Dublin City Council Parks and Landscape Services. Any surplus monies will be used for the development and or/improvement of recreation infrastructure for the community.

The maintenance of the bank account and all associated financial records remain the responsibility of the licensee.

3. The Licensee will maintain a spreadsheet for every two month period identifying hours allocated, groups and monies paid in the previous two months and will make a copy available to the Licensor.
4. The Licensee shall prepare and produce annual financial accounts and other relevant information (including the bank account outlined in condition 2), in relation to the all-weather pitch in accordance with the Licensor's requirements.
5. The all-weather pitch shall be open solely for the use in connection with sporting activities.

6. The Licensee will manage all bookings relating to the facility.
7. The Licensee will be responsible for opening and closing the facility each day.
8. 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 requirement of Raheny GAA and Raheny United for 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.
9. The Licensor reserves the right to review price structures in line with corporate price branding for facilities within its administrative area. Any review/change in respect of the hourly rates charged will be subject to the agreement of the Licensor.
10. 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.
11. The licensee must sign a renunciation form prior to the signing of contracts.
12. The Licensee shall 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. Routine cleaning and removal of leaves and debris will be carried out by the Licensee.
13. The Licensee shall operate and run the facility on behalf of the Licensor in accordance with good business management and practice, with a view to maximising the potential of the all-weather pitch as a sports facility.
14. The Licensee agrees not to do, allow to be done, or permit any act of thing which is or 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.
15. 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 with first obtaining the written consent of the Licensor.
16. 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 of €13 million, proof of which must be provided to the Licensor annually.
17. The Licensor shall retain a set of keys to the facility.
18. The licence does not confer any rights under Landlord and Tenant Law and may be terminated by the Licensor, giving three months' notice, for any breach of the conditions of the licence.
19. Each party shall be responsible for their own legal fees.

20. 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.
21. In the event of a dispute in relation to any of the above conditions, Dublin City Council will be the final arbitrator.
22. If the Licensee formally disbands, the all-weather pitch will be passed back to the community through the offices of Dublin City Council. Surplus monies, if any should be invested in the local community in consultation with Dublin City Council.

This property was acquired from the Howth Estate and Others.

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

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

This proposal was approved by the North Central Area Committee at its meeting on 17th June 2019.

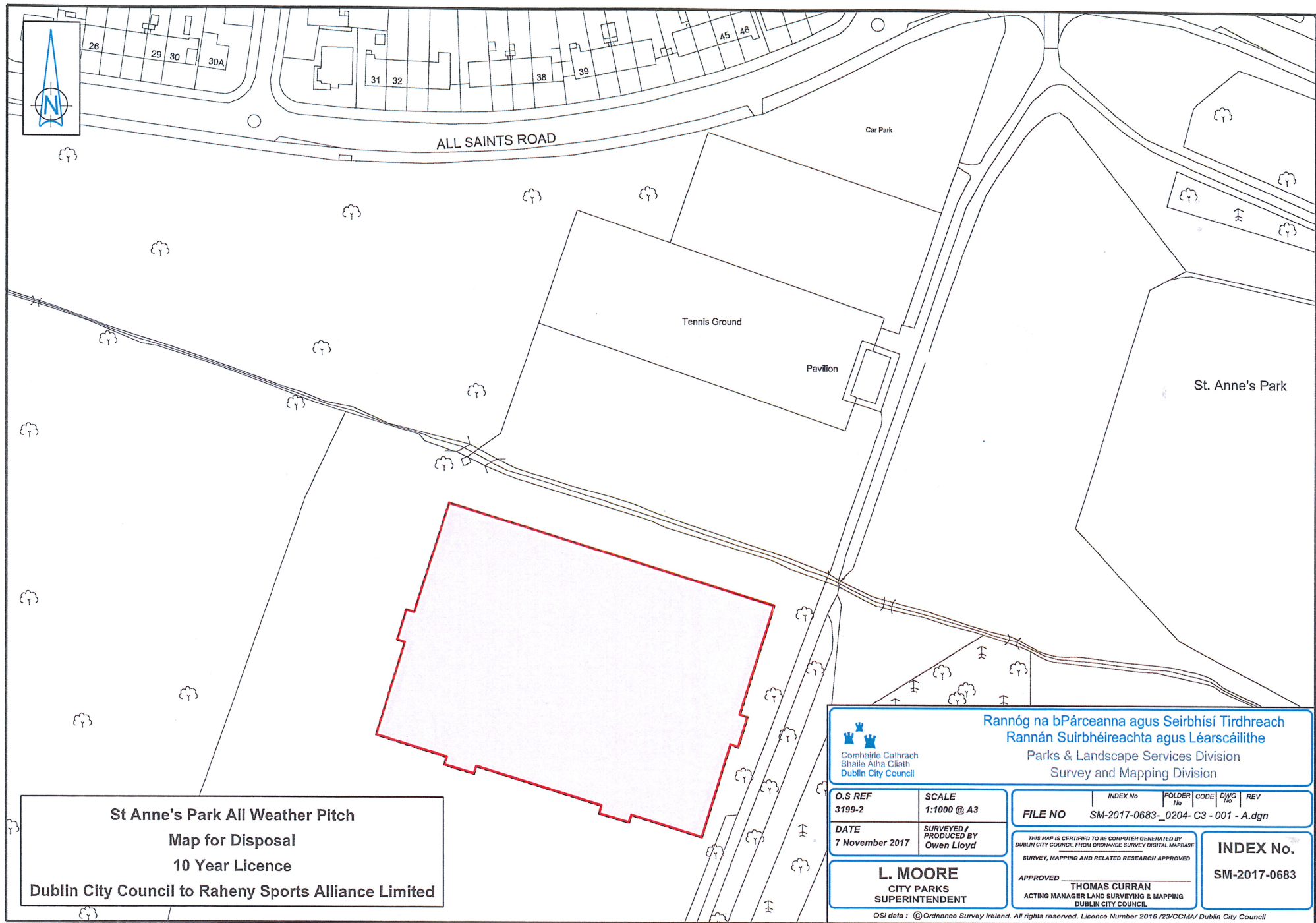
This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Resolution to be adopted


"That Dublin City Council notes the contents of Report No. 219/2019 and assents to the proposal outlined therein".

Dated this the 19th day of June 2019.

Paul Clegg
Executive Manager



St Anne's Park All Weather Pitch
Map for Disposal
10 Year Licence
Dublin City Council to Raheny Sports Alliance Limited

 Comhairle Cathrach Eithne Altha Clíeth Dublin City Council		Rannóg na bPárceanna agus Seirbhísí Tirdhreach Rannán Suirbhéireachta agus Léarscáilithe Parks & Landscape Services Division Survey and Mapping Division			
O.S REF 3199-2	SCALE 1:1000 @ A3	FILE NO SM-2017-0683_0204-C3 - 001 - A.dgn	INDEX No No	CODE No	REV No
DATE 7 November 2017	SURVEYED / PRODUCED BY Owen Lloyd	THIS MAP IS DERIVED TO BE COMPUTER GENERATED BY 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-2017-0683	