

09/01/2020

To the Chairperson and Members of  
The North Central Area Committee

Meeting: 20<sup>th</sup> January 2020

Item No:

**With reference to the proposed grant of a 10 year licence for All Weather Pitch at Greendale Road, Kilbarrack, Dublin 5.**

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Culture, Recreation and Economic Services Department has recommended that a 10 year licence be granted to Kilbarrack United F.C. for the all-weather pitch at Greendale Road, Kilbarrack, Dublin 5. The area in question is shown delineated in red on Map Index No. SM-2020-0006.

The Chief Valuer has reported that agreement has now been reached with Kilbarrack United F.C., subject to the following terms and conditions:

1. That 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 25<sup>th</sup> April 2017 and expiring on 25<sup>th</sup> 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.
2. That the commercial licence fee shall be a sum of €15,500 (fifteen thousand and five hundred euro), plus VAT if applicable, per annum.
3. That the licence fee shall be abated to a nominal sum of **€1.00 (one euro)** if demanded provided that the subject property is used solely as a sporting facility for the benefit of the community and in compliance with all clauses.
4. That Kilbarrack United FC (the Licensee) will be responsible for the day to day management of the all-weather pitch for the benefit of the community. 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 and 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.
5. That 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.

6. That 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 for the all-weather pitch and (c) towards a sinking fund to renew the pitch surface after 10 years. 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.
7. That the Licensee will maintain a spreadsheet for every three month period 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 outlined in condition (5), in relation to the all-weather pitch in accordance with the Licensor's requirements.
8. That 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 of 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 that all loose jewellery must be removed before use of the facility and that suitable footwear must be worn by any and all participants.
9. That the Licensee agrees not to allow to be done or permit any act 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.
10. That 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.
11. That the Licensee shall maintain the following levels of insurance:- Public Liability Insurance indemnifying Dublin City Council in the sum of €6,500,000 for any one incident and Employers Liability €13,000,000 proof of which must be provided to the Licensor annually.
12. That the Licensee shall, during the term and at all times, observe and comply in all respects with the relevant legislation, regulations and bye-laws as applicable.
13. That the Licensor will engage a contractor to carry out scheduled maintenance of the all-weather pitch in accordance with the manufacturers, suppliers and installer's instructions. The cost of this scheduled maintenance will be charged to the Licensee on a yearly basis.

14. That the Licensor shall retain a set of keys to the facility.
15. That the Licensor reserves the right to review price structures in line with corporate price banding 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.
16. That 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.
17. That each party shall be responsible for their own legal fees.
18. That should Kilbarrack United FC formally disband; 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.
19. That the licensee must sign a renunciation form prior to the signing of contracts.
20. That the facility shall be open solely for the use in connection with sporting activities.

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 her discretion shall stipulate.

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

Paul Clegg  
Executive Manager

10/01/2020  
Date