

08/06/2021

**To the Chairperson and Members of
the South East Area Committee**

Meeting: 14th June 2021

Item No:

With reference to a proposed grant of a license of the All-weather Pitch at Brickfield Park, Drimnagh, Dublin 12 to St. John Bosco FC

In 2018 at the instruction of Parks and Landscaping Division, Culture, Recreation and Economic Services an 11-month licence of a new All-Weather Pitch at Brickfield Park, Drimnagh, Dublin 12 was granted to St. John Bosco Football Club at a nominal rent of €1 (one euro) if demanded. As part of the agreement the Licensee operated the facility on behalf of Dublin City Council.

The licence expired on 9th November 2019 and while St. John Bosco have been over holding since that date the facility was closed for much of the last year due to Covid-19.

Parks and Landscaping Division was satisfied with the operation of the facility during the term of the initial licence and has proposed that a new 10-year licence be granted to St. John Bosco Football Club for the continued use of the pitch. The Chief Valuer has reported that agreement has now been reached with the club (the Licensee), for the grant of such a licence subject to the following terms and conditions, which are considered to be fair and reasonable:

1. That the subject property comprises an all-weather sports pitch and it is shown outlined in red on the map index no. SM-2017-0287-RevB
2. 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 a date to be agreed in 2021. 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.
3. That the commercial licence fee shall be a sum of €20,000 (twenty thousand euro), plus VAT if applicable, per annum.
4. 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.
5. That St John Bosco Football Club (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 off-peak times. Peak and off-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 Dublin City Council.

6. 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.

7. 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:

- (a) All utility costs e.g. floodlighting
- (b) The maintenance costs for the all-weather pitch, the contract for which will be organised by Dublin City Council (note Term 15 below)
- (c) A contribution to a sinking fund to renew the pitch surface after 10 years.

At the end of any trading year, after the utility costs and other costs have been deducted, any surplus monies in the account will be transferred by the Licensee to an agreed Dublin City Council bank account.

The monies will be used by Dublin City Council for pitch maintenance as contracted by the Licensor and an agreed amount towards a sinking fund. Any surplus monies, over and above the abovementioned costs will be used for the development and/or improvement of the infrastructure for the community.

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

8. 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 Term 7) in relation to the all-weather pitch hire.

9. That the Licensee shall operate and run the facility on behalf of Dublin City Council 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 jewelry must be removed before use of the facility and that suitable footwear must be worn by any and all participants.

11. 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.

12. 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.

13. 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 annually.

14. 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.

15. That Dublin City Council 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.

16. That Dublin City Council shall retain a set of keys to the facility.

17. That Dublin City Council 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.

18. That the licence does not confer any rights under Landlord and Tenant Law and may be terminated by Dublin City Council, giving three months' notice, for any breach of the conditions of the licence.

19. That each party shall be responsible for their own legal fees.

20. That should St John Bosco Football Club 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.

21. That the licensee must sign a deed of renunciation prior to the signing of contracts.

22. That the facility shall be open solely for the use in connection with sporting activities.

23. That the Licensee shall not sell, manufacture or permit the consumption of intoxicating liquor in or about the leased area.

24. That the licence can be terminated by either party giving three months prior written notice.

25. That upon expiry of the licence, the Licensee shall at their own expense remove all materials not belonging to Dublin City Council and shall leave the subject property clean and cleared to the satisfaction of the Licensor.

26. In the event of a dispute in relation to any of the above conditions, Dublin City Council will be the final arbitrator.

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

8/6/2021

Date