

03/08/2021

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

Meeting: 13th September 2021
Item No.

**With reference to the proposed grant of a 15 year licence for use of a premises in Bushy Park,
Rathdown Road, Dublin 6W**

Sportsworld Running Club has occupied a premises at Bushy Park, Rathdown Road, Dublin 6W on successive short term licences for a number years.

The most recent licence expired on 30th November 2019 and the Culture, Recreation and Economic Services Department has recommended that the club should now be granted a licence for a longer term of 15 years.

The Chief Valuer has reported that agreement has now been reached with Sportsworld Running Club (the Licensee) on such a longer term agreement, subject to the following terms and conditions, which are considered to be fair and reasonable:

1. That the premises comprises a detached clubhouse building. The building is outlined in red on the attached Map Index No. SM-2021-0133.
2. That Dublin City Council shall grant a 15 (fifteen) year licence to Sportsworld Running Club, commencing on 1st December 2019.
3. That the premises may only be used by the licensee as a non-profit making Community Running Club and in the event of it ceasing to be used for such purposes the licence shall be terminated.
4. That the Licensee shall only use the premises between 9.00am – 10.00pm daily.
5. That the Licensee shall not use or permit the premises to be used or occupied otherwise than as a sports facility, or for any commercial purpose or activities whatsoever, which are inconsistent with the normal running of a Community Running Club.
6. That an abated license fee of €200 (two hundred euro) per annum shall apply. A commercial licence fee of €25,000 (twenty five thousand euro) plus VAT, per annum, shall be payable if the subject plot is used for any commercial purpose.
7. That the licence fee is to be paid annually in advance.
8. Dublin City Council reserves the right to allow other users access to the premises from time to time, following consultation with the Licensee.
9. That the licence shall be personal to the Licensee and shall not be transferable and the Licensee shall not sublet, subdivide, alienate or part with possession of the subject premises.
10. That the licence can be terminated by either party giving one month's notice in writing. Should Sportsworld Running Club formally disband, their licence agreement with Dublin City Council will be terminated.
11. That the Licensee will be responsible for adequately securing the premises at all times against entry by unauthorised persons or damage by third parties, and to maintain a safe and secure environment for all users of the licenced area which shall include the locking of all doors, windows and all other apertures located within the licenced area. If the Licensee is in the Park after Park's

normal closing times they must ensure that all gates are properly closed and secured when leaving the Park.

12. That the Licensee shall be responsible for all costs associated with electricity, gas, telephone usage, waste management, rates and water charges as well as any other charges incurred by the Licensee associated with the premises.
13. That the Licensee shall be responsible for the upkeep of the building and surrounding area and, shall keep same in good state of repair and carry out all routine internal maintenance and minor repairs to the building during the period of the licence. Dublin City Council will carry out any external and internal structural repairs.
14. The Licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the licensed area giving 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 in order to enable such works to be more conveniently carried out.
15. The Licensee shall not exhibit any signs, boards, placards, posters or advertising matter or any flags or banners on or outside the premises without first obtaining the written consent of Dublin City Council.
16. The Licensee shall agree not to do, or allow to be done, or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to Dublin City Council or the occupiers of neighbouring premises or the public at large.
17. The Park Ranger at his discretion shall determine whether any activity by the Licensee in Bushy Park constitutes a nuisance or danger to other park users and to advise them to desist from continuing with this activity. In this regard, the Licensee shall ensure its members do not engage in jogging or speed walking on the Park footpaths.
18. That the Licensee at all times shall not permit or allow the sale, consumption or use of alcohol or drugs of any kind in any part of the building. The licenced area shall be a smoke free zone at all times.
19. That the Licensee shall not remove or permit the removal of any fixtures and fittings not supplied by them.
20. That the Licensee shall satisfy the Council that it has adequate public liability and employer's liability (if any) insurance and shall indemnify the City Council against any claims for compensation that may be made arising from its usage of the site. The current levels of insurance are €6.5m public liability insurance and €13m employer's liability insurance.
21. That Dublin City Council shall insure the premises and the Licensee shall insure their own contents.
22. That the Licensee shall not make any changes to the structure without obtaining written consent to the Council.
23. That on termination of the licence, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the premises clean and cleared to the satisfaction of the City Council.
24. That the Licensee shall sign a Deed of Renunciation.

The agreement shall contain such other covenants and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

Paul Clegg

06/08/2021

Executive Manager

Date