**COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL**



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 9th January 2023**

**H-I 7 (a)**

**LD 1570 Grant of Lease to Weston Hockey Club at Lock Road, Ballyowen, Lucan, Co. Dublin**

By Indenture dated 28 November 2007, the Council granted a 25 year Lease to Weston Hockey Club for the provision of a hockey pitch on lands at Lock Road, Ballyowen, Lucan, Co. Dublin.

Weston Hockey Club now wish to redevelop the hockey pitch and have applied for funding under the Sports Capital and Equipment Programme (SCEP) from the Department of Tourism, Culture, Arts, Gaeltacht, Sport, and Media to facilitate this work. In order to meet the necessary criteria for the funding, the Club requires a minimum leasehold interest of 25 years and have therefore contacted the Council on this matter. The Council is willing to grant a new lease on the subject area of approximately 1.72 acres (0.696 hectares) or thereabouts, hatched green on the attached Indicative Drawing EL1 to Weston Hockey Club “the Applicant” subject to the following terms and conditions: -

1. That the Council shall grant the Applicant a lease of the area of approximately 1.72 acres (0.696 hectares), hatched green on the attached Indicative Drawing No. EL1. This lease shall exclude the area comprising part of a public footpath. The lease shall be for a period of 25 years.
2. A formal disposal map shall be prepared in due course by the Council for inclusion with the lease but in the interim, the Indicative Drawing No. EL1 shows the subject property hatched in green and the right of way in yellow.
3. That the granting of a new lease will require the Applicant to terminate their existing lease with the Council in advance of the new lease being granted.
4. That the Applicant shall be permitted access to the area hatched green on the attached Indicative Drawing No. EL1 via a right of way coloured in yellow.
5. That the annual lease fee shall be the sum of €20,000 (twenty thousand euro) and shall be subject to review at the end of every fifth year to the market lease fee. This annual lease fee shall be abated to the sum of €150 (one hundred and fifty euro) subject to the property being used for the purposes as per term no. 11. The abated lease fee may be reviewed at the end of every fifth year on the basis of the increase in the consumer price index.
6. That any development on the leased area shall be carried out in accordance with the relevant planning permission granted by South Dublin County Council and the Applicant will comply at all times with the requirements of the Local Government (Planning and Development) Acts, 1963-2000, the Planning and Development Act 2000, the Building Control Act 1990, Building Regulations 1991-1994 and the Building Control Regulations 1997 and any amendments or re-enactments currently in force, or to be re-enacted in the future in respect of the said Acts and Regulations.
7. That at their own expense, the Applicant is to comply with all the provisions and requirements of any Act or Acts of the Oireachtas now or afterwards to be passed and every order, regulation notice and bye-law made under or in pursuance of such Acts, or by any local or other authority in respect of the Leased Area, or the user of it or the person or any fixture or machinery, plant or chattels for the time being in it including without prejudice to the generality of this clause, the provisions of the Safety in Industry Act 1955 and 1980, Offices Premises Act 1958, the Safety Health and Welfare at Work Act 1980 and the Fire Services Act 1981 and any regulations, permissions, directions, order, bye-laws, building regulations, and orders made under such Acts and to indemnify the Lessor at all times against all proceedings, actions, costs, charges, claims, expenses, damages, liabilities, losses and demands arising from any breach of this obligation.
8. That all site investigations (including archaeological investigations), groundworks, overhead and underground cable diversions, demolitions/site clearance/septic site removal (such works are subject to regulations and to obtaining the relevant statutory licences), services connections, development and associated costs incurred in the delivery of the entire completed development shall be borne by the Applicant.
9. That the Applicant shall be prohibited from erecting any mast on the leased area.
10. That the Applicant shall build nothing (except with the prior written approval of the Council) on the leased area except for works shown on the approved drawings for which Planning Permission has been granted.
11. That the leased area shall be used solely by the Applicant for the purpose of a non-profit making, community and recreational hockey club. In the event of it ceasing to be used for such purposes it shall revert free of charge to the Council or to the appropriate open market yearly lease fee as determined by the Council Valuer.
12. That the sale, manufacture or consumption of intoxicating liquor shall not be permitted in or about the leased area.
13. That the Applicant shall at all times ensure the leased area is in such condition that it shall be an amenity to the neighbourhood and a place of pleasant resort and not to allow it to be used so to be a nuisance to persons resorting to it or to owners or occupiers of surrounding houses or members of the public. In particular, they shall not allow undue noise or commotion to emanate from the building at any time during its opening hours.
14. That the Applicant shall at the direction of the Council make adequate provision for the use of the leased area by other organisations and schools in the area at reasonable times and free of charge subject to it being used in a proper manner and subject to availability.
15. That the Applicant shall at all times maintain proper order and conduct on the leased area.
16. That if the Applicant allows hockey on the leased area comprising of a hockey pitch they shall take particular care that all such games are of a safe nature and so conducted as to ensure that no avoidable danger is caused to participants, spectators and other persons or to any property and that the Hockey Pitch and equipment used for such games are safe and in good order for the purpose for which same are used.
17. That the Applicant and the Council or any other party the Council permits shall have the right to operate the floodlighting.
18. That the Applicant shall be responsible for the maintenance and repair of the leased area. The Applicant shall maintain the leased area to a standard that is satisfactory to the Council and shall keep the property in a good state of repair.
19. That an authorised Council Official shall be permitted to enter onto the property at any time and view the state and condition of the propertyand if necessary prepare a schedule of necessary works (if any) that shall be carried out by the lessee within a reasonable period of time as stated by the Council.
20. That the Applicant shall ensure that the highest level of Health & Safety Standards apply to the use of the site.
21. That the Applicant shall be responsible for any loss or damage to goods, materials, vehicles, and machinery on the subject site.
22. That the Applicant shall not secure financing, sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject property without the prior written consent of the Council.
23. That the Applicant indemnifies and keeps indemnifying the Council (both during and after the Lease Period) from and against:
	1. All actions, proceedings, costs, claims, and demands occasioned by or arising out of any breach by the Applicant , their agents, employees, members, proprietors, partners, officers, or invitees of any statutory or other regulatory provision, notice, byelaw, direction, or order.
	2. All claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Lessor may suffer as a direct or indirect result of, any action or omission or conduct by the Lessee, his agents, employees, invitees, proprietors, partners or officers or in consequence of any death of, or any bodily injury, harm, pain or suffering happening to any person or property on or at the Leased Area arising directly or indirectly from the usage of Leased Area by the Lessee, his agents, employees, proprietors, partners, officers or invitees.
24. That the Applicant must insure to the satisfaction of the Council that, they have insurance cover (including Public Liability Insurance of minimum value of €6.5 million per claim and Employers Liability Insurance of minimum value of €13 million per claim) and to produce to the Council whenever required the policy or policies of such insurance and the last receipt for payment of the premium due.
25. That any entity, organisations and schools that may be given use of the leased area must ensure that they are adequately insured with their own policy of insurance for any such events organised therein.
26. That the Applicant shall be responsible for all outgoings including rates, charges, fees, electricity bills etc. that may become due on the premises during the period of the lease.
27. That in the event of the Applicant, when they become the Lessee, fails to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Council may revoke this Agreement by giving the Lessee notice in writing to that effect or unless otherwise stated in such Notice, this agreement shall cease immediately upon such Notice having been given.
28. That each party shall be responsible for their own costs (i.e. legal, engineering, planning, architects', and other required consultants') in this case.
29. That the Applicant shall pay any V.A.T., stamp duty or taxes arising at any stage in this transaction (except where any lawful exemption or relief therefore applies).
30. That the Council's Solicitor shall draft the legal documents and may include further reasonable terms and conditions as deemed appropriate to give effect to the heads of terms set out herein, including provision for use of an expert or arbitrator process to settle any disputes arising, as appropriate, in order to achieve a reasonable balance in the protection of the parties' respective interests in the matter.
31. That no agreement enforceable at law is created or is intended to be created until an exchange of contracts has taken place.
32. That this transaction is subject to the necessary approvals and consents being obtained.
33. That the Council shall retain a right to wayleaves for no consideration, through any lands included in the lease or any related areas, or lands to which it holds title, for any of its statutory purposes subject to the appropriate re-instatement of any lands so affected.
34. That in the context of any future redesign or redevelopment of the adjoining lands, that the Council shall have the absolute right for no consideration to resume possession of the site (any buildings erected on it) and to relocate the Lessee temporarily or permanently to an equivalent facility in the locality.

The lands being disposed were acquired by Compulsory Purchase Order by the Council for housing, roads and open space purposes as follows:-

* Portion of the Right of Way lands were acquired from Joseph & Eamon Blake in 1980.
* Remainder portion of Right of Way lands and lands subject to leased area were acquired from Leinster Importing Company Limited in 1981.

**Daniel McLoughlin**

**Chief Executive**