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



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 8th April, 2024**

**H-I (9)**

**TL164**

Tallaght Stadium is a Municipal Stadium developed and owned by South Dublin County Council and used as a venue for both sporting events and also for other non-sporting uses including Conferences and Community events and has been open for business since 2009. Shamrock Rovers Football Club have used the facility for the hosting of their home games, office accommodation and the provision of retail facilities.

The Council (The Licensor) has now agreed terms with Shamrock Rovers (The Licensee) for a 15year Licence for the use of Tallaght Stadium. The Council (Landlord) has also agreed terms with Shamrock Rovers for a Lease to operate their Club Offices and Retail space of circa 278m sq., within the undercroft of the North Stand, Tallaght Stadium for a term of 15 years.

This report will be broken down in two parts , Part 1 will relate to the granting of the licence and Part 2 will deal with the granting of the lease.

1. **Licence of Stadium**

I recommend that the Council grant a 15-year licence to Shamrock Rovers Football Club, Tallaght, Dublin 24 in accordance with Section 211 of the Planning and Development Act 2000 and subject to the Provisions of Section 183 of the Local Government Act 2001, and subject to the following terms and conditions:-

1. That the Licensed Area comprises the footprint area of the stadium but excluding the Stadium Manager’s office and private staff areas such as canteen and locker rooms. Also excluded are Stadium equipment stores and plant rooms and stadium storage areas. A formal map shall be prepared by the Council for inclusion with the legal documents and furnished to the Licensee in early course but in the interim a plan for identification purposes drawing no. TS -01A Site Plan is annexed showing the area subject to the Licence, and the areas excluded from the Licence, are indicated on both drawings TS -01A Site Plan & TS-01B West Stand.
2. That the Licence shall commence on 1st January 2024, for a period of 15 years, with a review of the fees in year 5 and in year 10 respectively.
3. That either party may terminate the Licence, upon giving 12 months' notice in writing. That the Licence fee shall be the sum of **€190,000 (one hundred and ninety thousand euro) per annum, plus VAT,** payable quarterly in advance by electronic transfer. The annual licence fee must be paid in 4 equal instalments by way of Direct Debit at the end of each quarter namely before the end of March Q1, end of June Q2, end of September Q3, end of December Q4. It is intended to provide for a step-up arrangement in relation to the licence fee, incrementally increasing the previous licence fee of €98,000 (plus vat) per annum, to a total amount of €190,000 (one hundred and ninety thousand euro) per annum, (plus vat) from Year 3 for the remaining duration of the licence period, as outlined above. In Year 1 of this agreement, it is proposed that the pitch usage Licence fee will be charged at the amount of €110,000 (one hundred and ten thousand euro), per annum plus VAT, with year 2 charged at €150,000 (one hundred and fifty thousand euro), per annum plus VAT. The full amount of €190,000 (one hundred and ninety thousand euro), plus vat will be payable from Year 3.
4. That the Licensor may terminate the Licence upon giving 1 months’ notice, in the event of non-payment of the Licence fee in accordance with point five above, a breach of any term of the Licence, or the Licensee being liquidated.
5. As standard practice for long-term Local Authority related leases and licenses, the licensee is required to sign a Deed of Renunciation in conjunction with signing this licence and lease.
6. That the permitted use of the Licensed Area may be used for football and football-related activities only. The Licensee shall not permit the Licensed Area or part thereof to be used for any other purpose. Any clarification required around permitted usage can be confirmed with the Stadium Manager.

 That within each 12-month period the Licensee will be granted access for 40 match days per season as part of the Licensee's FAI obligations due to its membership of the League of Ireland (the League) which shall be played exclusively by the Licensee's league teams, women's team and underage national league team during the season in each calendar year. Games shall include friendlies and promotional matches which are organised and controlled by the Licensee and matches which form part of the League and Cup, dates of which are to be agreed in advance with the Licensor. The Licensee shall not use the Stadium for normal training purposes for any of its teams, unless in exceptional circumstances and only by agreement in advance with the Stadium Manager and within the mandatory UEFA laid down parameters, for home and visiting team, in advance of a European tie.

1. That the Licensee shall furnish to the Licensor a schedule of all games to be played for the 12-month period and the Licensee shall at all times give as much notice as possible, including date, opponents and times of each game. It is agreed, however, that the games may change at short notice as a result of matters outside the control of the Licensee, with the Stadium Manager to be informed changes.
2. That in the event of the Licensor booking a major event at the Stadium (i.e.: concert or any other event as it decides) on a date that conflicts with the schedule, the Licensee will be required to reschedule the game and/or seek an alternative venue, provided no less than six months' notice in writing is provided. The Licensee will work with the Licensor on a best endeavors basis to ensure there is limited re-scheduling required of confirmed games.
3. That any games promoted by a third party or any games in excess of the agreed 40 shall be subject to prior written approval and will be charged separately. An additional Licence fee of **€10,000 (ten thousand euro) plus VAT** per game will be payable in advance.
4. That the Licensor shall be responsible for the management, maintenance and operation of the Licensed Area.
5. The Licensor’s Stadium Manager shall give access to the Licensed Area by 12pm on day of a game.
6. That the Licensee shall ensure that it holds no keys to the Licensed Area other than those provided for games. Keys to be returned to the Stadium Manager after clean up following each game, no later than 12pm the following day.
7. That during the Licensee’s access to the Licensed Area and during games they shall ensure proper management, maintenance and operation of the grounds and ensure adequate crowd control, compliance with Health and Safety and Public Order Requirements. During games the Licensee shall ensure adequate provision of An Garda Siochana, security, stewards and any other personnel necessary to ensure proper and safe operation of the Licensed Area.
8. That the Licensee will be responsible following each game or use of the Licensed Area to make good any damage resulting from its use of the grounds and for clean-up and disposal of all rubbish arising from its use of the grounds. Rubbish to be separated and disposed of correctly i.e.: general waste/ recycling/ compost waste. In the event of any damage being caused the Licensee shall notify the Licensor in writing within 48 hours and outline the costs and timeline for repair, to be borne by the Licensee. If the Licensee fails to make good any damages the Licensor may undertake such repairs and the Licensee shall be responsible for reasonable costs incurred.
9. That the Licensor shall be entitled to the use of 52 seats free of charge during games. The allocation of seats shall be as follows: 16 VIP, 6 west stand, 10 south stand, 10 east stand, 10 north stand.
10. That the Licensee shall ensure that a no smoking policy is enforced in the Licensed Area, including the use of vapes.
11. The Licensee and Licensor shall enter into a separate agreement in relation to the selling of pitch side advertising, which shall include, but not limited to the following:
	1. That the agreement shall have reference to potential branding/naming rights to the stadium and the licensee will be required to co-operate with same.
	2. That the Council/Stadium shall have 2 pitch side advertisement boards behind the goals, and within the TV arc, i.e. centrally located behind the goals. There may be a future separate advertising agreement around the branding and naming process.
	3. That the club is prohibited from advertising any gambling companies on and in the Stadium.
	4. Any proposed advertising agreement or advertising proposal for within the Stadium must be issued to SDCC for agreement prior to any event taking place. Any resulting liabilities must be covered by the Licensee, with the Licensor indemnified.
12. That the club will seek prior written approval for the use of drones. The Club must ensure Irish Aviation Authority guidelines regarding drones is followed at all times.
13. The Licensor shall be entitled to the proceeds of gate receipts received from games or other events organised by it outside of the terms of this Licence.
14. The Licensee shall maintain Financial Accounts fully and accurately throughout the term of the Licence and must provide to the Licensor before the 31st of March each year, the audited accounts for the business for the preceding year.
15. That the Licensee shall indemnify the Licensor against all claims, losses, expenses, damages, demands and other liabilities whatsoever in respect of the injury or the death of any person or damage to any Licensed Area of any person or persons using the Licenced Area or having access to the Licenced Area and to take out a Policy of Public Liability Insurance Cover in the amount of €6.4m and Employer's Liability Insurance in the amount of €13m with a reputable Insurance Company in the joint names of the Licensor and the Licensee to cover all such accidental loss or damage or injury, howsoever arising and to produce to the Licensor (if requested) evidence of such Policy or Policies together with the Premium receipt or receipts evidencing the payment of the Premiums to date.

A copy of the insurance cover should be provided to the Licensor, prior to the start of each season. The insurance cover provided to the Licensee shall cover the use of any equipment or vehicles associated with the Licensee used by its servants or agents and ***the Licensor is hereby indemnified by the Licensee*** against any claim or loss or damages by members of the public, Licensee staff,    Licensor staff, patrons, or any other person or entity otherwise or howsoever arising during the occupation of the Licenced Area by the Licensee and as a result of the Licensee’s negligence or actions.  The Licensee shall also ensure that any third parties, sub-contractors which it commissions to provide services on the Licenced Area, are adequately insured with their own policy of insurance which shall include an indemnity to the Licensor and to the Licensee.

1. That in the event of termination or upon expiration the Licensor will be indemnified by the Licensee against any claim from members/season ticket holders against disturbance or loss arising.
2. That the Licensor shall not be liable for any loss incurred by the Licensee due to the cancellation of any game if such a cancellation is in no way as a result of a decision made by the Licensee.
3. That the Licence is personal in nature and the Licensee shall not assign or sub-licence the Licenced Area or any part thereof.
4. At their own expense, the Licensee must 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 Licensed 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.
5. That the proposed Licensee shall meet every requirement of the Fire Officer and any Health and Safety Officer appointed by the Licensor, at all times. Failure to comply with this condition shall be a ground for termination of the Licence.
6. That the Licensee is not to exhibit any sign, board, placard, poster or advertising matter or any flag or banner on or outside the Licenced Area, or at access points to the grounds, without first obtaining the written consent of the Licensor.
7. That the Licensee is 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 the Licensor or the occupiers of neighboring premises or to the public at large.
8. That the Licensee is not to remove or permit the removal of the fixtures, fittings, appliances and articles from the Licenced Area.
9. That the Licensor may during the period of the Licence grant additional Licences to club(s) and community groups for use of the subject Licensed Area. The Licensee will not raise any objection to same and shall cooperate with the Licensor and Clubs in agreeing a schedule of use for the Licensed Area. Notwithstanding this, the Licensor acknowledges that at all times, during the months February to November (inclusive), the Club’s 40 licensed games, are to be treated first in order of priority when the council considers the staging of or licensing other events of whatever nature at the stadium grounds.
10. That in the event of a dispute arising between the parties such dispute shall be determined by an Arbitrator who is a qualified and practicing Arbitrator agreed by the parties or in default of an agreement to be appointed on the application of either party to the SCSI.
11. That each party shall be responsible for their own fees in this matter.
12. That the Licencee shall be subject to other terms and conditions deemed appropriate by the Law Agent.
13. It is the intention of the Licensor to apply for a Stadium Alcohol Licence, and upon receipt of same, if granted, the licensee will be subject to compliance with the strict terms of the Alcohol Licence. Failure to comply with the terms of any future stadium alcohol licence would be considered a serious breach of the stadium licence. The use of a Stadium Alcohol Licence will be subject to the strict terms of the Licence, and the obligations around same will be furnished by the Stadium Manager, once the Licence is issued.
14. The use of the kitchen area to be solely operated by an accredited food operator, full details of which shall be agreed with the Licensor, with all relevant details provided to the Stadium Manager.
15. The Licensee shall provide an up-to-date tax clearance and PPSN number as required under the Licence process.

Part 2 -**Lease of office and retail accommodation**

I recommend that the Council grant a 15-year lease to Shamrock Rovers Football Club , Tallaght, Dublin 24 to operate their Club Offices and Retail space of circa 278 sqm., within the undercroft of the North Stand, Tallaght Stadium, in accordance with Section 211 of the Planning and Development Act 2000 and subject to the Provisions of Section 183 of the Local Government Act 2001, and subject to the following terms and conditions:-

1. That the Lease Area comprises office and retail accommodation. A formal map shall be prepared by the Council for inclusion with the legal documents and furnished to the Landlord in early course but in the interim a draft plan for identification purposes drawing no. TS 01D-North Stand is annexed showing the subject area.
2. That the Lease will run concurrently with the Licence agreement for the stadium, pitch and ancillary areas, commencing on 1st January 2024.
3. That the Lease will be for a term of 15 years. The Lease rent will be subject to review in year 5 and in year 10, respectively.
4. The Tenant is required to sign a Deed of Renunciation in conjunction with signing this lease.
5. That the rent payable shall be €50,000 per annum plus VAT. (Fifty Thousand euro) Rent shall be paid quarterly in advance. The annual fee must be paid in 4 equal instalments by way of Direct Debit at the end of each quarter namely before the end of March Q1, end of June Q2, end of September Q3, end of December Q4.
6. That a rent-free period of 3 months will be granted on a once-off basis from the commencement date of this lease agreement, for the first year only.
7. That the permitted use of the Leased Area shall be for office purposes ancillary to the running of the Football Club only. Any clarification around permitted usage can be requested from the Landlord representative, who for this purpose is the Stadium Manager.
8. That the Tenant will require the advanced written approval of the landlord for any works that they propose to carry out on the leased area.
9. That the necessary planning permission is granted in advance of any works being carried out.
10. At their own expense, the Tenant must 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.

1. That the Tenant shall be responsible for all outgoings including rates, charges, taxes, utilities and any charges that may become payable on the Lease Area during the period of the Lease.
2. That the Tenant will be permitted to access the office and retail accommodation 7 days a week. Exact hours to be agreed between both parties.
3. That the Tenant shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the Lease Area.
4. That the proposed Tenant shall not erect any signage on the external walls of the building without receiving the prior planning authority consents as applicable and subsequently consent from the Landlord, not to be unreasonably withheld.
5. That upon expiry of the Lease, the Tenant shall at its own expense remove all materials not belonging to the Landlord and shall leave the Lease Area clean and cleared to the satisfaction of the Landlord.
6. That the proposed Tenant shall be responsible for appropriate insurances as determined by the Landlord, including Public Liability Insurance minimum €6.5m (six million five hundred thousand euro), and Employer's Liability Insurance minimum €13m (thirteen million euro), and shall indemnify the Licensor against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Tenant and its agents in connection with the facilities on the Lease Area. It shall not do or suffer to be done any activity in any part of the Lease Area which would render void or voidable the insurances of the Lease Area. A copy of the insurance cover should be provided to the Landlord, annually. The insurance cover provided to the Landlord shall cover the use of any equipment or vehicles associated with the Tenant used by its servants or agents and ***the Landlord is hereby indemnified by the Tenant*** against any claim or loss or damages by members of the public, Licensee staff,    Tenant staff, patrons, or any other person or entity otherwise or howsoever arising during the occupation of the Licenced Area by the Licensee and as a result of the Licensee’s negligence or actions.  The Tenant shall also ensure that any third parties, sub-contractors which it commissions to provide services on the Leased Area, are adequately insured with their own policy of insurance which shall include an indemnity to the Landlord and to the Tenant.
7. That the proposed Tenant shall meet all requirements of the Fire Officer and any Health and Safety Officer appointed by the Landlord, at all times. Failure to comply with this condition shall be a ground for forfeiture of the Lease.
8. That the proposed Tenant shall be liable for payment of stamp duty, VAT and any other statutory costs, which may arise on the creation of the Lease.
9. That each party shall be responsible for their own fees in this matter.
10. The Lessee shall provide an up-to-date clearance and PPSN number as required under the Lease process.
11. That the Tenant shall include any amendments and/or other conditions as deemed appropriate by the Landlords Law Agent.
12. The Lease agreement is in accordance with Section 211 of the Planning and Development Act 2000 and subject to the Provisions of Section 183 of the Local Government Act 2001.

The lands proposed for the Lease that are outlined on drawing TS 01D-North Stand Undercroft were acquired from Walkinstown Estates Limited in 1968 for roads / housing / Open Space purposes.

A portion of the lands outlined on drawing TS-01A Site Plan were acquired from Walkinstown Estates Limited in 1968 for roads / housing / Open Space purposes. The remaining portion of the proposed licence area were acquired as part of Plot 11 Map L of “The Scheme of Transfer of Lands from Dublin Corporation in 1997”.

**Colm Ward**

**Chief Executive**