

COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL



MEETING OF SOUTH DUBLIN COUNTY COUNCIL

Monday, 10th March, 2025

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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 operational since 2009.

In 2024, South Dublin County Council completed construction of the North Stand at Tallaght Stadium, which provided for a ground-floor unit within the undercroft of the stand. In completing this project and opening the new stand, the Council sought a tenant for the aforementioned ground-floor unit and following an expression of interest process, Tallaght Martial Arts were identified as the preferred tenderer to occupy this unit. In concluding this process, the Council (Landlord) has agreed terms with Tallaght Martial Arts (The Tenant) for a Lease to operate their Martial Arts Club, within the undercroft of the North Stand, at Unit 2, North Stand, Tallaght Stadium for a term of 10 years.

Tallaght Martial Arts (TMA) is a community-based organisation, operating in the Tallaght area for over 30 years. TMA operates as a not-for-profit sporting organisation, with an ethos of being family focused, working with local schools and community groups in the Tallaght area. TMA has 18 voluntary coaches and currently has over 200 registered members, whilst the club is a member of Kickboxing Ireland, which is the National Governing Body for the sport in Ireland. The club has excelled in the sport of martial arts and has produced both World and European champions. The club will make an active contribution to the local community and provide for an additional sporting use at Tallaght Stadium, which will align with the Stadium's ethos as a multi-purpose and municipal stadium.

I recommend that the Council grant a 10-year lease to Tallaght Martial Arts, Tallaght, Dublin 24 to operate their Martial Arts Club, within the undercroft of the North Stand, at Unit 2, 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 subject property comprises undercroft Unit 2, North Stand, Tallaght Stadium, Whitestown Way, Tallaght, Dublin 24. The subject property is shown outlined in red on

the attached indicative map LR/22/24. Plus 6 car spaces that shown outlined in red on the attached indicative map LR/24/24.

2. That the Council shall be prepared to grant a ten (10) year lease permitting Martial Arts Club use only, commencing on the date of possession and subject to that all planning approvals are granted. The Tenant shall lodge a planning application and pay all associated planning costs.
3. That the property shall be provided by the Council in its current shell condition and the Tenant shall carry out all fit-out works at their own cost, in accordance with the plans and specifications as agreed in writing with the Council's Architect prior to the commencement of the works.
4. That all fit-out works and use of the property shall comply with all necessary statutory consents.
5. That the market value shall be abated to €30,000 (thirty thousand euro) plus Vat (if applicable), per annum, subject to the property being solely used by the Martial Arts Club and provided the property is used for community projects on a non-profitable basis. The rent shall be payable by two equal semi-annual payments in advance by standing order or electronic funds transfer.
6. That the first three months of the lease shall be rent free.
7. That the rent will be reviewed at the end of year 5 to the open market rental value of the property.
8. That the Tenant shall be responsible for any internal repairs and insuring the property, including all glass windows and doors.
9. That the Tenant shall be responsible for the payment of rates, service charges, utilities, waste collection, building insurance, taxes, stamp duty and all other charges for the demised property.
10. The Tenant shall not carry out any structural alterations or erect any external signage without the prior written consent of the Council (Please note that the Council have a signage template design requirement for the property).
11. That the Tenant shall not assign or sublet the demise without prior written consent of the Landlord.
12. That the Tenant shall abide by all operational and security protocols, systems and procedures laid down by South Dublin County Council and Tallaght Stadium Management. It is accepted by the Tenant that its use of the property and car spaces may occasionally be curtailed/restricted due to the security requirements of the Landlord on event and match days. The Landlord will endeavor to provide 1 weeks prior written notice in advance of such restrictions and the Council will not be liable for the payment of compensation to the Tenant in respect of same. That on occasion the Landlord may not be able to

comply with 1 weeks' notice, if games are cancelled and re-arranged at very short notice, due to adverse weather or other force majeure occasions.

13. That the Tenant shall sign a Deed of Renunciation, thereby foregoing any rights of renewal at lease end, and also that the Tenant will be required to obtain their own independent legal advice.
14. That the Tenant shall indemnify South Dublin County Council against any and all claims arising from its use of the property. The Tenant shall hold Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) and contents insurance.
15. That upon expiry of the lease agreement, the Tenant shall, at its own expense remove all materials not belonging to the Council and shall leave the demised premises in a clean and tidy condition to the satisfaction of the Council and to bear cost (if any) incurred by the Council in making good any damage caused. The property is to be handed back in similar condition to handover. A photographic survey and schedule of condition shall be carried out by the Tenant and will be appended to the lease.
16. That each party shall be responsible for their own fees and costs incurred in this matter.
17. That the lease agreement shall contain covenants and conditions as normally contained in agreements of this type.
18. That the dates for the performance of any of the requirements of the proposed lease may be amended at the absolute discretion of the Council's Director of Services for the Development Department.
19. That this proposal is subject to all necessary approvals being obtained from Council Management and no agreement enforceable at law is created or intended to be created until exchange of contracts has taken place.

The lands proposed for the Lease were acquired from Walkinstown Estates Limited in 1968, and with a portion of the Stadium lands acquired as part of Plot 11 Map L of "The Scheme of Transfer of Lands from Dublin Corporation in 1997".

Colm Ward
Chief Executive