

COMHAIRLE CHONTAE ÁTHA CLIATH THEAS  
SOUTH DUBLIN COUNTY COUNCIL



MEETING OF SOUTH DUBLIN COUNTY COUNCIL

Monday, 13th July 2026

HI-8 (b) (i) Report

**LD 1652      Ballyowen Park Clubhouse and All-Weather Pitch Leases**

At its meeting held on 13th September 2005, South Dublin County Council approved the grant of a 99-year lease of a site at Ballyowen Park, Lucan, Co. Dublin to South Dublin Football League Limited for the construction and operation of a clubhouse. The lease commenced on 14th December 2005.

Subsequently, at its meeting held on 13th July 2009, the Council approved the grant of a lease of an adjoining site to South Dublin Football League Limited to facilitate the development and operation of an All-Weather Pitch. A 25-year lease was subsequently granted, commencing on 25th March 2012.

Following discussions between South Dublin Football League Limited, Dublin and District Schoolboys/Girls League Limited and the Council, agreement has now been reached in relation to:

- (a) the surrender of the existing 25-year lease of the All-Weather Pitch by South Dublin Football League Limited and the grant of a new 25-year lease to Dublin and District Schoolboys/Girls League Limited; and
- (b) the assignment of the existing 99-year lease of the Clubhouse Building from South Dublin Football League Limited to Dublin and District Schoolboys/Girls League Limited.

The proposals have been assessed by the City Valuer and are considered fair and reasonable and in the interests of the continued management and operation of these important community and sporting facilities.

I recommend (i) the surrender by South Dublin Football League Limited of its existing 25-year lease of the All-Weather Pitch at Ballyowen Park and the grant of a new 25-year lease of same to Dublin and District Schoolboys/Girls League Limited, as outlined in red on Drawing LR/10/26, and (ii) the consent by South Dublin County Council to the assignment by South Dublin Football League Limited of its leasehold interest in the Clubhouse Building held under the Lease dated 14th December 2005 to Dublin and District Schoolboys/Girls League Limited, in accordance with Drawing No. LR/11/26.

These are in accordance with Section 211 & 212 of the Planning and Development Act, 2000 and subject to the provisions of Section 183 of the Local Government Act, 2001, subject to the following terms and conditions:-

**Surrender of Existing Lease and Grant of a New 25-year Lease**

1. That the Property is shown outlined in red on the attached map for identification purposes only, having an approximate area of 0.81 ha (2 acres), together with the right of way coloured in yellow. A formal map delineating the area and any rights of access shall be attached to the final Lease.
2. That South Dublin Football League Ltd occupies the Property under a 25-year Lease dated and commenced on 25th March 2012.
3. That South Dublin Football League Ltd shall enter into a Deed of Surrender in relation to the 2012 Lease and simultaneously a new Lease shall be entered into with Dublin and District Schoolboys/Girls League Ltd for a period of 25 years.
4. That the commencement date shall be agreed between the Parties as soon as practicable during 2026.
5. That the purpose of this Agreement is to establish a transparent governance framework for the management and operation of the All Weather Pitch ("AGP"), to ensure fair and equitable public access to the facilities, to regulate bookings, charges and usage, to provide community access to the facilities, to ensure transparent operational oversight by the Council and to protect the AGP as a public and community asset.
6. That the Council shall procure and install an online Booking System for the management of bookings relating to the AGP facilities.
7. That the Council shall bear all costs associated with the procurement, installation, software licensing, hosting, cloud storage, maintenance, system updates, cybersecurity, integration and technical support relating to the Booking System, which shall be hosted on the Council's designated cloud infrastructure.
8. That the Tenant shall manage and administer all bookings through the Booking System and shall have responsibility for accepting and administering bookings, managing scheduling and allocations, communicating with users, processing cancellations and maintaining operational booking records.
9. That the Council shall have oversight access to the Booking System for monitoring, reporting, audit and transparency purposes only and shall not be responsible for the day to day administration or approval of bookings.

10. That all booking decisions and the day to day management and administration of the AGP facilities shall remain the operational responsibility of the Tenant, subject always to the terms and conditions of this Agreement.
11. That the responsibility for keys relating to the AGP facilities shall remain with the Tenant at all times.
12. That the Tenant shall implement, maintain and publish a clear charging structure for the use of the AGP facilities, which charges shall be transparent, publicly available, fair, reasonable, consistently applied, periodically reviewed and benchmarked against and aligned with the Council's prevailing artificial grass pitch hire charges.
13. That the charging structure shall be determined in accordance with the following principles: a) Charges shall be aligned with the Council's prevailing standard pitch hire charges, details of which shall be provided by the Council from time to time; b) Different charges may be applied for peak and off-peak usage periods; c) Concessionary rates may be applied for community use, youth groups, schools, disability groups, clubs hosting charity events, community organisations and local voluntary bodies; d) Reduced rates for youth and community groups are encouraged; e) Commercial rates may be applied in respect of private or commercial hire of the facilities.
14. That the Tenant may require deposits, cleaning charges and/or security undertakings for certain categories of use of the AGP facilities.
15. That any material increase in charges beyond inflation or beyond alignment with the Council's prevailing artificial grass pitch hire charges shall be subject to prior consultation with the Council.
16. That all applicable charges shall be published and consistently applied in accordance with the terms of this Agreement.
17. That the Tenant shall ensure that the AGP facilities are available for community use in addition to sporting use and shall prepare, maintain and publish a written Community Use Policy governing access to and use of the facilities.
18. That the Community Use Policy shall support use by local community and sporting groups and shall include transparent eligibility criteria, booking procedures, permitted and prohibited uses, safeguarding and conduct requirements, cancellation and refund provisions, insurance requirements where appropriate and a complaints procedure.
19. That access to and use of the AGP facilities shall be administered by the Tenant in a fair, transparent, equitable and non-discriminatory manner and in accordance with any policies, procedures or protocols agreed from time to time with the Council.

20. That the Tenant shall not unreasonably refuse bookings for lawful community use where availability exists and shall not unreasonably restrict access to the facilities by community groups, organisations or members of the public, subject to availability, operational requirements and approved booking procedures.
21. That the AGP facilities shall be used exclusively for community and recreational purposes.
22. That the Tenant shall prepare, maintain, publish and provide to the Council copies of the following policies, as may be amended from time to time: a) Pitch Allocation Policy; b) Community Use Policy; c) Booking and Cancellation Policy; d) Charging Policy; e) Complaints and Appeals Policy; f) Safeguarding Policy; g) Health and Safety Policy; h) Data Protection and Privacy Policy.
23. That the Tenant shall ensure that all such policies are kept under regular review and are implemented and administered in a fair, transparent and non-discriminatory manner.
24. That the Tenant shall maintain and implement appropriate policies and procedures governing bookings, charges, community access and use of the facilities and shall make such policies available to the Council upon request.
25. That the Tenant shall provide reports to the Council twice yearly detailing booking volumes, utilisation rates, categories of users, income generated, concessionary usage granted, complaints received and any operational issues arising in connection with the management and operation of the AGP facilities.
26. That the Council shall be entitled, for compliance, monitoring and audit purposes, to review records, policies and reports relating to the operation, management and use of the AGP facilities.
27. That the Council shall retain strategic oversight of the management and operation of the AGP facilities in the interests of transparency, accountability and the protection of the public interest, and shall be entitled to receive such information and reports as it may reasonably require in connection with the operation of the facilities.
28. That both Parties acknowledge and agree that the AGP facilities are community assets and shall be managed and operated in a manner that safeguards their availability and benefit for the wider community.
29. That the market rent shall be €35,000 (thirty-five thousand euro) per annum, plus VAT if applicable.

30. That the said rent shall be abated to €250 (two hundred and fifty euro) per annum, plus VAT if applicable, provided the site is used for Sporting, Community and Recreational purposes only.
31. That the abated rent shall be reviewed at the end of every 5th Year and shall be fixed by reference to the changes in the Consumer Price Index.
32. That the rent is to be paid annually in advance.
33. That the Tenant shall be responsible for the payment of any VAT or stamp duty arising in connection with this Agreement and the Lease.
34. That the Tenant shall sign a Deed of Renunciation prior to the signing of the Lease.
35. That the Tenant shall keep the property in good condition.
36. That the Tenant shall obtain Public Liability Insurance indemnifying the Council in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance indemnifying the Council in the sum of €13,000,000 (thirteen million euro) against any and all claims arising from its use of the property and surrounding area/curtilage and shall provide proof of such insurances to the Council.
37. That the Tenant shall be responsible for all outgoings rates (if applicable), building insurance (to pay the annual premium directly to the insurance company and provide proof of such insurances to South Dublin County Council), and any other outgoings, statutory or otherwise, for the duration of the term of the lease from the date of commencement.
38. That the Tenant shall ensure that the appropriate Health and Safety legislation is adhered to.
39. That the Tenant must seek consent of the Council before undertaking any works, alterations or development on site, making any excavation or submitting an application for planning permission. This is to protect the Council's position as Landlord and in consideration of good estate management.
40. That the Tenant shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the property, without the prior written consent of the Council.
41. That in the event of the Tenant failing 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 Tenant notice in writing to that effect or unless otherwise stated in such Notice, this agreement shall cease immediately upon such Notice having been given.
42. That on the expiration or sooner determination of the Lease, the Tenant shall at their own expense remove all materials not belonging to the

Council (if the Council so require it) and shall leave the property clean and cleared to the satisfaction of the Council.

43. That each Party shall be responsible for their own professional fees in this matter.
44. That the Lease shall contain all the covenants and conditions normally contained in the South Dublin County Council leases of this nature and any other terms and conditions deemed appropriate by the Law Agent.
45. That the above proposal is subject to the necessary consents and approvals being obtained.

#### **Assignment for 99 Year Lease Agreement**

1. That the Property comprises the lands shown outlined in red on the attached indicative map, extending to an approximate area of 2,023 square metres, together with the two-storey purpose built Clubhouse premises erected thereon. The original Lease map shall be attached to this Agreement.
2. That South Dublin Football League Ltd occupies the Property under a 99 year Lease dated and commenced on 14th December 2005.
3. That the proposed Assignee is Dublin and District Schoolboys/Girls League Ltd.
4. That the Council agrees to consent to the assignment by South Dublin Football League Ltd of its leasehold interest in the Property to Dublin and District Schoolboys/Girls League Ltd. Upon completion of the assignment, Dublin and District Schoolboys/Girls League Ltd shall become the tenant under the Lease dated 14th December 2005 and shall be bound by all tenant covenants, obligations, terms and conditions contained therein for the remainder of the Lease Term.
5. That the purpose of this Agreement is to establish a transparent governance framework for the management and operation of the Clubhouse, to ensure fair and equitable public access to the facilities, to regulate bookings, charges and usage, to provide community access to the facilities, to ensure transparent operational oversight by the Council and to protect the Clubhouse as a public and community asset.
6. That the Council shall procure and install an online Booking System for the management of bookings relating to the Clubhouse facility access.
7. That the Council shall bear all costs associated with the procurement, installation, software licensing, hosting, cloud storage, maintenance, system updates, cybersecurity, integration and technical support relating to the Booking System, which shall be hosted on the Council's designated cloud infrastructure.

8. That the Booking System shall initially be installed and paid for by the Council.
9. That the Assignee shall manage and administer all bookings through the Booking System and shall have responsibility for accepting and administering bookings, managing scheduling and allocations, communicating with users, processing cancellations and maintaining operational booking records.
10. That the Council shall have oversight access to the Booking System for monitoring, reporting, audit and transparency purposes only and shall not be responsible for the day to day administration or approval of bookings.
11. That all booking decisions shall remain the operational responsibility of the Assignee, subject always to compliance with the terms and conditions of this Agreement.
12. That the responsibility for keys relating to the Clubhouse shall remain with the Assignee at all times.
13. That the Assignee shall implement, maintain and publish a clear charging structure for the use of the Clubhouse facilities, which charges shall be transparent, publicly available, fair, reasonable, consistently applied, periodically reviewed and benchmarked against and aligned with the Council's prevailing hire charges for similar facilities.
14. That the charging structure may include: a) Community and voluntary organisation rates; b) Local sports club rates; c) Commercial and private hire rates; d) Meeting room and event room hire rates; e) Cleaning charges and refundable deposits where applicable.
15. That the Assignee may apply reduced or concessionary rates for youth groups, schools, disability groups, clubs hosting charity events, community organisations and local voluntary bodies.
16. That the Assignee may require deposits, cleaning charges and/or security undertakings for certain categories of use of the Clubhouse facilities.
17. That any material increase in charges beyond inflation or beyond alignment with the Council's prevailing hire charges shall be subject to prior consultation with the Council.
18. That all applicable charges shall be published and consistently applied in accordance with the terms of this Agreement.
19. That the Assignee shall ensure that the Clubhouse facilities are available for community use in addition to sporting use and shall prepare, maintain and publish a written Community Use Policy governing access to and use of the facilities.

20. That the Community Use Policy shall support use by local community and sporting groups and shall include transparent eligibility criteria, booking procedures, permitted and prohibited uses, safeguarding and conduct requirements, cancellation and refund provisions, insurance requirements where appropriate and a complaints procedure.
21. That the access to and use of the Clubhouse facilities shall be administered by the Assignee in a fair, transparent, equitable and non-discriminatory manner.
22. That the Assignee shall not unreasonably refuse bookings for lawful community use where availability exists and shall not unreasonably restrict access by community groups, organisations or members of the public, subject to availability, operational requirements and approved booking procedures.
23. That the Assignee shall prepare, maintain, publish and provide to the Council copies of the following policies, as may be amended from time to time: a) Clubhouse Allocation Policy; b) Community Use Policy; c) Booking and Cancellation Policy; d) Charging Policy; e) Complaints and Appeals Policy; f) Safeguarding Policy; g) Health and Safety Policy; h) Data Protection and Privacy Policy.
24. That the Assignee shall ensure that all such policies are kept under regular review and are implemented and administered in a fair, transparent and non-discriminatory manner.
25. That the Assignee shall provide reports to the Council twice yearly detailing booking volumes, utilisation rates, categories of users, income generated, concessionary usage granted, complaints received and any operational issues arising in connection with the management and operation of the Clubhouse facilities.
26. That the Council shall be entitled, for compliance, monitoring and audit purposes, to review records, policies and reports relating to the operation, management and use of the Clubhouse facilities.
27. That the Council shall retain strategic oversight of the management and operation of the Clubhouse facilities in the interests of transparency, accountability and the protection of the public interest, and shall be entitled to receive such information and reports as it may reasonably require in connection with the operation of the facilities.
28. That the Parties acknowledge and agree that the Clubhouse facilities are community assets and shall be managed and operated in a manner that safeguards their availability and benefit for the wider community.
29. That the assignment consent is subject to that the tenant shall sign a Deed of Renunciation.

30. That the Agreement shall contain all the covenants and conditions normally contained in the South Dublin County Council Lease assignments of this nature and any other terms and conditions deemed appropriate by the Law Agent.
31. That the above proposal is subject to the necessary consents and approvals being obtained.
32. That each Party shall be responsible for their own fees.

**Colm Ward**  
**Chief Executive**