



**With reference to the grant of a licence to Smithfield Boxing Club Limited for use of
Aughrim Sports Hall, Aughrim Street, Dublin 7**

The Executive Manager Culture Recreation and Amenity Department has requested that a licence be granted to Smithfield Boxing Club Limited, in the Aughrim Sports Hall, Aughrim Street, Dublin 7, for use as a boxing club only. The area referred to comprises a ground floor sports hall and first floor studio in Aughrim Sports Hall. The ground floor sports hall area is delineated in blue on the attached floor plans Index No. SM-2014-0446-001. The first floor studio area is shown delineated in red on the attached copy floor plans Index No. SM-2014-0446-002.

The Chief Valuer has agreed terms with Igor Khmil acting on behalf of Smithfield Boxing Club Limited to grant a licence for 4 years and 9 months to Smithfield Boxing Club Limited. It is therefore proposed to grant a licence for 4 years 9 months to Smithfield Boxing Club Limited subject to the following terms and conditions:

1. That the Licensor grant a licence of the subject property for a terms of 4 years and 9 months to the Smithfield Boxing Club, commencing from a date to be agreed.
2. That the licensed area comprises a ground floor sports hall and first floor studio in Aughrim Sports Hall, Aughrim Street, Dublin 7. The ground floor sports hall area is shown outlined in blue on the attached floor plans index no. SM-2014-0446-001. The first floor studio area is shown outlined in red on the attached copy floor plans index no. SM-2014-0446-002.
3. That the current market rental value is €40,000 (forty thousand euro) per annum. That the rent shall be abated to €1,500 (one thousand and five hundred euro) per annum payable monthly in advance provided the licensed area is used by the Smithfield Boxing Club only.
4. That the licensed area shall be used solely by the Smithfield Boxing Club for training, boxing competitions and as a Boxing Club only, on a non-profit basis and should the licensed premises be used for any other purposes the full market rental value shall apply.
5. That the licensed area shown outlined in blue, the main sports hall on the ground floor, may be used exclusively by Smithfield Boxing Club on Saturdays during the hours of 9.00 am to 9.00 pm and on Sundays during the hours of 9.00 am to 6.00 pm under a key holding agreement subject to prior notice of at least three days and subject to other bookings made by Council. Any such other bookings to be advised at least two weeks in advance to Smithfield Boxing Club.
6. That the licensed area shown outlined in red shall be used exclusively for Smithfield Boxing club on the following days and times :

Monday	9.00 am to 1.00 pm and 5.00 pm to 10.00 pm
Tuesday	9.00 am to 1.00 pm and 8.00 pm to 10.00 pm
Wednesday	9.00 am to 1.00 pm and 5.00 pm to 10.00 pm

Thursday 9.00 am to 1.00 pm and 6.00 pm to 8.00 pm
Friday 9.00 am to 1.00 pm and 5.00 pm to 9.00 pm

7. That the licensed area shown outlined in red may also be used exclusively by Smithfield Boxing Club on Saturdays during the hours of 9.00 am to 9.00 pm and on Sundays during the hours of 9.00 am to 6.00 pm under a key holding agreement subject to prior notice of at least three days and subject to other bookings made by Council. Any such other bookings to be advised two weeks in advance to Smithfield Boxing club.
8. That the licensed area shown outlined in red may be used exclusively by Smithfield Boxing Club on Mondays (Bank Holidays / Public Holidays) under a key holding agreement during the hours of 9.00 am to 9.00 pm subject to prior notice of at least five days and subject to other bookings made by Council. Any such other bookings to be advised two weeks in advance to Smithfield Boxing Club.
9. That the licensed areas may only be used by Smithfield Boxing Club outside of those hours by agreement and with the expressed permission of Dublin City Council.
10. That the licensed areas may be used in common with other licensees as designated by Dublin City Council and Smithfield Boxing Club acknowledges and accepts this common use.
11. That the Licensee shall comply with all arrangements as agreed with Dublin City Council regarding the facilitation of other users.
12. That the Licensee shall have reasonable access to the common areas (storage rooms, kitchen, toilets and showers etc) as shown coloured yellow on the attached map.
13. That the keys to the licensed area shall only be held by official representatives of Smithfield Boxing Club who shall be responsible for their use and all security issues associated with their use. Terms and conditions of the key holding agreement shall be set out in a separate document.
14. That the Licensee shall be responsible for ensuring that the licensed areas are left in a clean and tidy condition after their use.
15. That the Licensee shall abide by all protocol, systems and procedures laid down by Dublin City Council in relation to the premises.
16. That the Licensee shall comply with all Health and Safety legislation in its use of the licensed area.
17. That the Licensee shall ensure that its use and occupation of the licensed area complies with all statutory consents.
18. That the Licensor shall be responsible for the internal and external repair of the licensed area.
19. That the Licensor shall be responsible for all charges in respect of electricity, heating, security, maintenance and building insurance of the licensed area.
20. That the licensee shall take out and produce Public Liability Insurance in the sum of €6.5 million and Employer Liability Insurance in the sum of €13 million for any

incident with a recognised Insurance Company with offices in the State and the policy shall indemnify Dublin City Council against all liability as owner of the property.

21. That the Licensee shall not to sell, manufacture or permit the consumption of intoxicating liquor in or about the licensed premises without the prior written consent of Dublin City Council.
22. That the Licensee shall not assign or sublet the licensed premises.
23. That the Licensee shall not carry out any structural alterations on the subject premises.
24. That the Licensee shall not erect any sign or advertisement on the premises without the prior written consent of Dublin City Council.
25. That the licence can be terminated by either party on giving the other one month's notice in writing.
26. That the Licensee shall sign a Deed of Renunciation, renouncing any rights under Landlord and Tenant legislation.
27. That the City Council, shall ensure that any equipment (including the boxing ring, punch bags, weights and equipment) owned by Smithfield Boxing Club is not used or damaged by any other user of the licensed area. Any use of the boxing ring by anybody or group other than Smithfield Boxing Club may only be allowed with the express permission of Smithfield Boxing Club and only under the direct supervision of Council's staff. Smithfield Boxing Club accepts no responsibility whatsoever for any injury caused to any party who is not a member or guest of Smithfield Boxing Club or property belonging to any such non member or guest in the use of the licensed area or in the use of equipment owned by them outside their hours as set out in the licence.
28. The Licensor acknowledges that the Licensee has made several additions and alterations, by the agreement, to the licensed area, including the addition of a boxing ring, punch bags and brackets for same and various other items of equipment. The Licensor acknowledges that these items of equipment are, at all times, the property of Smithfield Boxing Club and in the event of the termination of this licence agreement, Smithfield Boxing Club have a full right to this equipment and the Licensor hereby authorises the removal of this equipment by authorised representatives of Smithfield Boxing Club at a time and date agreeable between the parties.
29. That upon expiry of the license, the Licensee shall at its own expense remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the Council.
30. That the licence shall be subject to any other terms and conditions as deemed appropriate by Dublin City Council's Law Agent.
31. That each party shall be responsible for their own fees and costs in this matter.
32. That this proposal is subject to the necessary approvals and consents being obtained.

Dublin City Council acquired this site from Charles Martin.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

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

This proposal was approved by the Central Area Committee at its meeting on 12th July 2016. This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Jim Keogan
Assistant Chief Executive
16th August 2016