

10<sup>th</sup> May 2022

**To: The Chairman and Members of  
Central Area Committee**

Meeting: Tuesday 14<sup>th</sup> June 2022

Item No.

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**With reference to the proposed grant of further licence of the building formerly known as Ballybough Pigeon Club, Ballybough, Dublin 3.**

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By way of Agreement the building formerly known as Ballybough Pigeon Club, Ballybough, Dublin 1 was let by Dublin City Council under Licence to Ballybough Boxing Club for a period of 12 months from 14<sup>th</sup> August 2020 and subject to a fee of €200 for the licence period.

The Central Area Manager has confirmed there is no objection to the grant of a further licence and accordingly, it is proposed to grant a further licence the building formerly known as Ballybough Pigeon Club, Ballybough, Dublin 1 to Ballybough Boxing Club subject to the following terms and conditions:

1. The Licence shall be for a period of 3 years from 14<sup>th</sup> August 2021.
2. The premises to be let are shown outlined in red on Map index. No. SM-2020-0067.
3. The licence fee for properties occupied by Boxing Clubs is being regularised at €500 per annum upon renewal of each agreement. Accordingly, the licence fee to use the building formerly known as Ballybough Pigeon Club, Ballybough, Dublin 3 shall be the sum of €300 (three hundred euro) for the first year, the sum of €400 (four hundred euro) for the second year and the sum of €500 (five hundred euro) for the third year, provided that the licensed unit is used as a community non-profit boxing club and for related community non-profit activities only.
4. A commercial licence fee of €68,000 (sixty eight thousand euro) plus VAT (if applicable) per annum shall be payable if the licensed unit is used for any other purpose.
5. The Licence fee shall be payable yearly in advance.
6. The permitted operational hours shall be 9.00am to 10.00pm, Monday to Sunday, any use outside those hours to be agreed with the Council. As the property is located in a residential area, the permitted operational days / hours of use will be reviewed if complaints are received regarding the permitted days / hours of use causing a nuisance annoyance or inconvenience to local residents.
7. The Licensee is granted permission to use the Ballybough Community Facility to run classes for local groups and schools to promote boxing as part of the Boxing in the Community Programme (under no circumstances will private boxing lessons or classes be permitted). The Licensee will be granted access and use of the facility on a priority basis in agreement and in consultation with Dublin City Council.
8. The keys to the property are to be held by 3 nominated key-holders for the club and said key-holders shall be responsible for all security issues related to their use. One set of keys

shall be provided to the Licensee and these keys shall only be copied for the nominated key-holders for the Club. The Licensee is permitted to have a set of keys copied for their nominated Security Contractor.

9. Dublin City Council will hold a set of keys to the property.
10. The Licensee shall be responsible for the replacement of all glass, internal and external, in the windows and doors in the event of damage or breakage.
11. The Licensee shall keep the property in a reasonably tidy condition during the course of this agreement. This includes the exterior grounds (parking) of the property.
12. The Licensee shall maintain at their own expense a suitable container for the holding and removal of rubbish and shall be responsible for the collection and disposal of any litter on the property including the exterior grounds.
13. The Licensee shall keep in place at their own expense a Service Maintenance Contract (and monitoring of relevant systems where applicable) for the relevant services within the building, including but not exclusive to Fire Systems, Intruder Alarm, CCTV and Heating.
14. The Council shall be responsible for the maintenance costs associated with the structure / fabric of the property.
15. The Council shall also be responsible for the maintenance of the interior of the property as a result of wear and tear only. Maintenance issues are to be reported to Central Area's Projects Unit via email to [central@dublincity.ie](mailto:central@dublincity.ie).
16. The Council shall be responsible for the maintenance of gutters and drains. Maintenance issues are to be reported to Central Area's Projects Unit via email to [central@dublincity.ie](mailto:central@dublincity.ie).
17. The Licensee is required to inspect, on a regular basis, the state of repair and condition of the property, and, in consultation with the Council, to undertake the necessary works of repair and maintenance of the interior to the property including fixtures and fittings therein.
18. The Licensee shall be responsible for maintenance costs caused as a result of malicious damage to the interior of the property during their permitted hours / days of use. Reports of damage are to be reported to Central Area's Projects Unit via email to [central@dublincity.ie](mailto:central@dublincity.ie).
19. The Licensee agrees that the Council or its nominees shall have immediate access to the property to carry out all works that the Council deem appropriate. The Licensee further agrees that the Council shall not be obliged to compensate the Licensee under any circumstances or howsoever arising as a result of the use of this right of access.
20. The Licensee shall be responsible for internally insuring the property and shall indemnify Dublin City Council against any and all claims arising from its use of the property: Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required.
21. The Licensee shall not be permitted to hang a punch bag on the first section of the boxing rail track, which is located at the open stairwell (first floor).
22. The Licensee shall not be permitted to hang any apparatus from the lower and structural beams.
23. The Licensee shall use the ground floor for all training / gym equipment with the exception of the Boxing Ring and Punch Bag system located on the first floor.
24. The maximum amount of persons permitted to access the first floor (boxing ring gym) is 50.
25. The Licensee shall ensure that its use and occupation of the licensed area complies with all statutory consents including all Health and Safety Legislation.

26. The Licensee shall draw up a Code of Practice explaining how members should behave.
27. The Licensee must comply and conform to the Council's directions in relation to all matters of relevance and importance in connection with the management, operation, running and administration of the property.
28. The Licensee shall not remove or allow any other person to remove any furniture, fixtures and fittings, appliances and any other items supplied by the Council.
29. The Licensee shall insure that the interior and exterior of the property, including the courtyard and play area, is a non-smoking area in its entirety.
30. The Licensee shall not allow the sale or consumption of any intoxication liquor / substances on the premises.
31. The Licensee shall not erect any sign or advertisement on the premises without the prior approval of the Council.
32. The Licensee shall not make any structural change or material alteration or addition of any kind to the property (interior and exterior including the grounds) nor make any alterations whatsoever in the internal arrangement or external appearance of same without the prior written consent of the Council and upon such terms as the Council shall specify.
33. The Licensee shall manage and operate the property in a lawful and civic manner subject to the terms and conditions as set out in this Agreement.
34. The Council may terminate the licence and take possession of the property upon giving 4 (four) weeks prior written notice.
35. In the event of a breach, non-performance or non-observance by the Licensee of any of the conditions contained herein, the Council shall be at liberty to terminate the agreement upon giving 5 (five) days prior written notice.
36. 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 City Council.
37. The Licensee shall sign a Deed of Renunciation, renouncing any rights to a New Tenancy that may occur.
38. The Licence will be subject to any other terms and conditions deemed appropriate by the Council's Law Agent in Agreements of this type.
39. Each party shall be responsible for its own fees in this matter.

**Máire Igoe**

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**Acting Executive Manager**