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**With reference to the proposed grant of a 3 year licence to Mange Tout Ltd T/A The Caterers for a tearoom at St. Patrick's Park, Bride Street, Dublin 8**

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Following the evaluation process of tenders received on 6<sup>th</sup> January 2017 and carried out by the Parks Administration section for a commercial concession to operate a tearoom in St. Patrick's Park, Bride Street, Dublin 8, Mange Tout Ltd T/A The Caterers were identified as the preferred tender designated.

Order of the Executive Manager D213 dated 15<sup>th</sup> June 2017, granted Mange Tout Ltd a 6 months temporary licence to allow them to enter the premises above pending receipt of the necessary statutory approvals in respect of the grant of a 3 year licence.

It is now proposed to grant a 3 year licence to Mange Tout Ltd T/A The Caterers for the tearoom at St. Patrick's Park, Bride Street, Dublin 8, as shown outlined in red and shaded pink on Map Index No. SM-2017-0320, subject to the following terms and conditions:

1. The Licence shall be for a period of 3 years and shall commence on the same date as the temporary 6 months licence.
2. The Licensee shall pay the sum of € 900.00 per month ex VAT to Dublin City Council, which must be lodged to Dublin City Council's account on a quarterly basis.
3. The following will be the responsibility of the Licensee:
  - Maintenance of all kitchen equipment
  - Arranging for the replacement and repair of equipment
  - The purchase, storage and insurance of all food and non-food stock
  - Recruitment, employment and training of sufficient staff suitable for the effective operation of the catering facilities
  - Provision of signage and development of catering area, preparation, service and support areas, daily cleaning, deep cleaning of equipment, catering plant. This shall include cleaning of tables and chairs, catering staff areas; as well as internal and external waste storage areas and fittings
  - The disposal and payment of all waste removal. The disposal of waste is to comply with DCC requirements regarding the segregation of waste for recycling. The Waste Management (Food Waste) Regulations 2009 must be complied with
  - Payment of commercial rates
  - Payment of all utilities and services (e.g. Electricity, Gas, Water etc)
  - Payment of all necessary brand licence, franchise or other ongoing fees
  - Compliance with all DCC's security and other policies applying to contractors/suppliers
  - Physical security of their own stock and cash
  - Complying with all health, safety and food safety legislation
  - Suitable pest control arrangements
  - Leasing and maintenance of coffee machine

4. Dublin City Council will be responsible for the following:

- Ensuring the fire certificate for the building is in place and providing documentation to the licensee
- Ensuring the building is compliant with HSE requirements and operational at the time the concession is granted
- Provision and maintenance of the structure and fabric of the tearoom. This shall exclude the costs of wilful damage or neglect
- Provision of tables and chairs
- External maintenance of the planted areas around the tearoom
- Opening and closing of all the park gates
- Provision of bin storage area
- Provision and maintenance of fire alarm and intruder alarm
- Insurance of building structure and contents provided by DCC
- Provision of telephone line and data points and wifi
- The maintenance of the toilet facilities for all park users

5. The Licensee shall keep the tearoom in good condition and repair, including all fixtures and fittings, including furniture supplied by Dublin City Council during the term of the Licence and shall not remove or permit the removal of any of the above.

6. The Licensee shall not at any time:

- Make any structural change or material alteration or addition of any kind to the tearoom save with the prior written agreement of the Council, and upon such terms as the Council shall specify
- Hang or affix any material on walls save with the written consent of Dublin City Council
- Assign or sublet the premises or any part thereof including fittings and fixtures. It shall not allow any other person to occupy or share occupancy of the tearoom, save with the prior written consent of the Council and upon such terms as the Council shall specify. Dublin City Council shall have absolute discretion in granting or refusing such permission.

7. On termination of the Licence, the Licensee shall at his own expense remove all items not belonging to the City Council and shall leave the property in a clean and good working condition to the satisfaction of the Council.

8. The Licensee undertakes to use the premises only for the purpose stipulated. They will operate the tearoom during agreed opening hours and ensure there is sufficient trained staff on duty to provide a quality service at all times. The Licensee will ensure that the highest standards of customer service are provided to the clientele of the facility.

9. The Licensee shall be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability €6.5 million, Product Liability €6.5 million and Employers Liability €13 million and shall indemnify Dublin City Council against all actions, proceedings, costs, claims demands and liabilities whatsoever arising from all and every activity carried out or promoted by the Licensee and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises. Copies of Insurances to be presented to Dublin City Council before commencement of the Licence. The fixture and fittings in the tearoom will be insured by the Council. Contents belonging to the Licensee will not be insured by the Council.

10. The Licensee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the premises giving at least two week's notice in writing of its intention, (except in emergency situations) such works, without liability to compensate the Licensee for any loss, damage or inconvenience, and do all acts necessary for the purpose of carrying out such works to the premises which the Council may think fit and on demand forthwith to remove all such articles out of the premises as may be indicated by the Council as requiring removal (vacating the space completely if necessary) in order to enable such works to be more conveniently carried out.
11. The Licensee shall not infringe or permit the infringement of the terms of any Act of the Oireachtas, any regulation made pursuant to the same or any bye-law or regulation of a local or public authority, in or about the use of the tearoom.
12. The Licensee shall ensure compliance with all Health & Safety Legislation and regulations made there under. The Licensee must submit a copy of an up to date Safety Statement (SS) and Risk Assessment (RA) and must be **Site Specific** to the tearoom, St. Patrick's Park.
13. The Licence agreement may be terminated by either party on giving the other two months notice in writing of its intention.
14. The Council shall have no responsibility whatever for the goods and works of the Licensee on the premises.
15. Nothing herein contained is intended to create or shall be taken as creating a relationship of Landlord and Tenant between the Licensor and the Licensee.
16. Each party shall be responsible for their own legal fees.
17. The Parties hereto accept that this Agreement is a Licence Agreement for the use of the premises only and that it does not constitute nor is it intended to constitute a tenancy of any sort in the premises.
18. These terms and conditions any other terms as deemed necessary by the Law Agent, will be incorporated into a legal agreement which will be prepared by the Council's Law Agent and completed by both parties prior to the Licensee entering onto the property.
19. That the licensee will renounce renewal rights under the Landlord and Tenant Legislation.

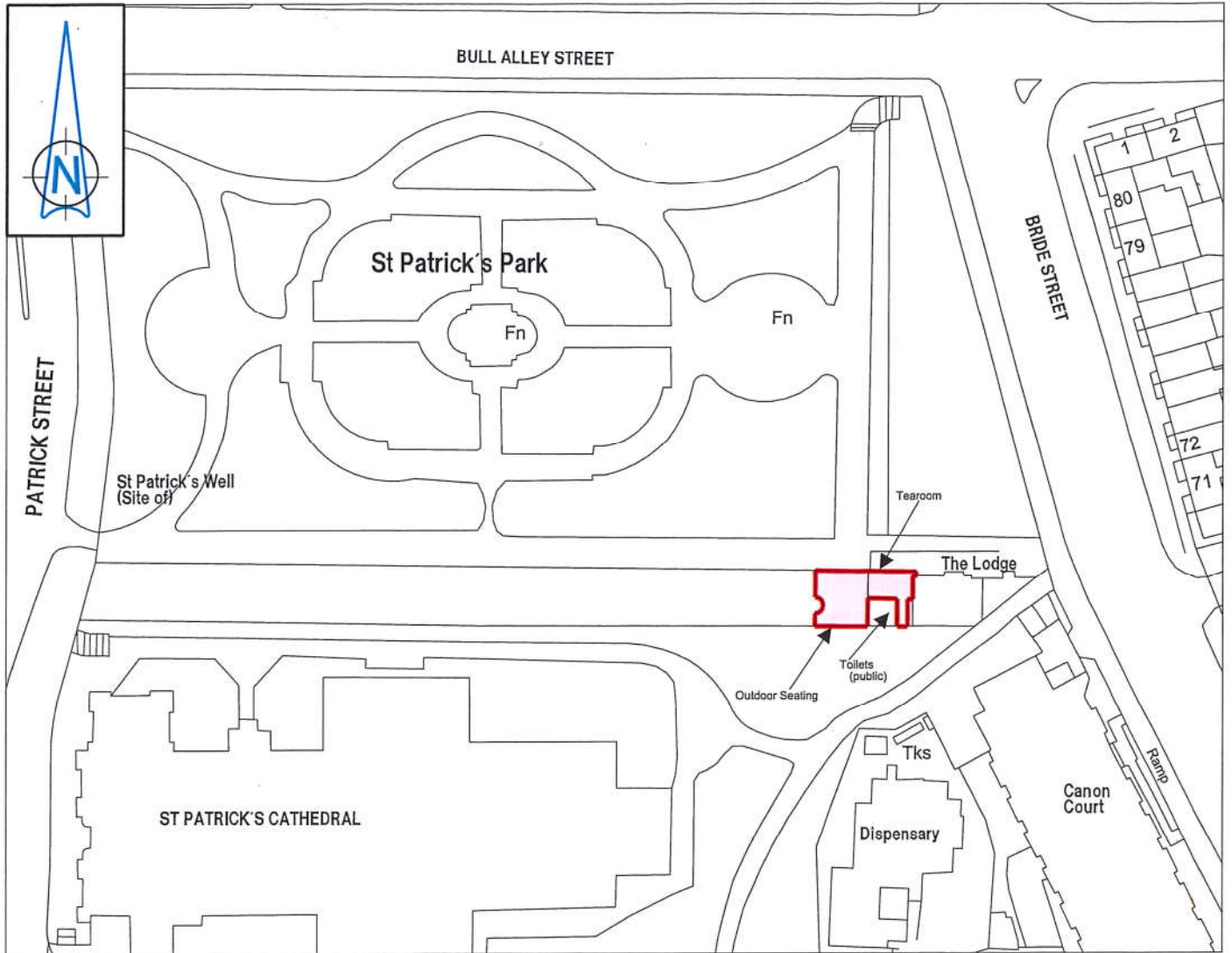
No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved by the South East Area Committee at its meeting on 11<sup>th</sup> September 2017.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

Dated 21<sup>st</sup> September 2017

**Paul Clegg**  
**Executive Manager**



**St. PATRICK'S PARK, BRIDE St., DUBLIN 8 - Tearoom**

**Dublin City Council to Mange Tout Ltd. T/A The Caterers**  
**Grant of 6 month temporary licence**



Comhairle Cathrach  
 Bhaile Átha Cliath  
 Dublin City Council

An Roinn Comhshaoil agus Iompair  
 Rannán Suirbhéireachta agus Léarscáilithe  
 Environment and Transportation Department  
 Survey and Mapping Division

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| <b>O.S REF</b><br>3263-14,15 | <b>SCALE</b><br>1-1000                       |
| <b>DATE</b><br>25-05-2017    | <b>SURVEYED /<br/>PRODUCED BY</b><br>PMcGinn |

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APPROVED \_\_\_\_\_  
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 ACTING MANAGER LAND SURVEYING & MAPPING  
 DUBLIN CITY COUNCIL

**INDEX No.**  
**SM-2017-0320**

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