



With reference to the proposed grant of a 3 year Concession to Insurance and Building Consulting Services Limited t/a The Tram Café to operate a café in Wolfe Tone Park, Jervis Street, Dublin 1

Following an invitation to tender for a concession to operate a vending trade concession at Wolfe Tone Park, Jervis Street, two tenders were received. Based on a qualitative and quantitative evaluation it is recommended that a Concession be granted to Insurance and Building Consulting Services Limited t/a The Tram Café to operate the vending trade concession at Wolfe Tone Park, Jervis Street, Dublin 1 for a period of three years. Dublin City Council (DCC) reserves the right to extend the concession for a further period not exceeding two years subject to annual and other performance reviews.

The area for vending is confined to a defined location. The approximate location is shown in red and pink on attached Map Index No. SM-2015-0879. The concession provides for seating and tables within the concession itself and limited seating and tables within the immediate curtilage of the concession (the exact number to be finalised before occupation) and the design, layout and any other changes to this will be agreed with the City Council in advance.

The Concessionaire will be subject to the following terms and conditions:

1. The Concession shall be for a period of three years and shall commence on a date to be agreed. The City Council reserves the right to renew the Concession for a further two years with the agreement of both parties and subject to the total period of the Concession not exceeding five years. The Concession, if extended, will be subject to terms and conditions.
2. The Concession fee shall be €8,000 per annum plus VAT to be paid quarterly in advance.
3. The following will be the responsibility of the Concessionaire:
 - Payment of a bond in the amount of €5,000 to cover reinstatement cost for the removal of the unit and including any damage to Council property, caused by the Concessionaire
 - The Tram Café propose the following opening times, which will be subject to prior approval by the City Council

Proposed Opening hours

Monday – Wednesday 7a.m.-7p.m.

Thursday- Friday 7a.m.-9p.m.

Saturday 9a.m.-7p.m.

Sunday 10a.m.-6p.m.

- Provision and maintenance of the structure known as “The Tram Café” and its fabric, all fixtures and fittings including kitchen equipment and waste storage facilities
 - Ensuring the fire certificate for The Tram Café is in place and providing documentation to Dublin City Council
 - Ensuring the installation is compliant with HSE requirements and operational at all times
 - Provision of and maintenance of outdoor seating to be agreed with Dublin City Council Parks and Landscape Services
 - 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
 - Providing a high-quality catering service in line with the catering objectives of the City Council which is for quality, fresh, homemade/baked and natural goods.
 - 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 the City Councils requirements regarding the segregation of waste for recycling.
 - Arranging for the replacement and repair of equipment
 - Payment of commercial rates
 - Payment of all utilities and services (e.g. ESB, Gas, Water)
 - Payment of all necessary brand licence, franchise or other ongoing fees
 - Complying with all the City Councils security and other policies applying to contractors/suppliers
 - Physical security of the unit and their own stock and cash on the premises
 - Suitable pest control arrangements
 - Provision and maintenance of necessary equipment in line with the site specific Safety Statement and Risk Assessment
 - Provision and erection of signage for the tearoom subject to approval by the City Council’s Planning Department and Parks and Landscape Services
 - External maintenance and cleaning of the open space and planted areas directly around the café and the associated outdoor seating area
 - Provision of connections to required services including ESB connection, water and waste water system
4. The Concessionaire must ensure that arrangements for staff changing, toilet and hand-washing facilities are maintained to a good standard in compliance with HSE regulation.
5. The Concessionaire shall keep the café in good condition and repair, including all fixtures and fittings during the term of the Concession.

6. The early opening and late closing of The Tram Café is permitted subject to an agreed procedure.
7. The Concessionaire shall not at any time:
 - i. make any structural change or material alteration or addition of any kind to the tearoom space save with the prior written agreement of the Council, and upon such terms as the Council shall specify
 - ii. hang or affix any material on external walls save with the written consent of Dublin City Council
 - iii. 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.
8. On termination of the Concession, the Concessionaire shall at their own expense remove The Tram Café and all items not belonging to the City Council and shall make safe any utility connections and leave the location in a clean and good working condition to the satisfaction of the Council.
9. The Concessionaire will comply with all food safety legislation and other legislation codes as appropriate and regulations made there under.
10. The Concessionaire undertakes to use the premises only for the purpose stipulated. They will operate the café during agreed opening hours and ensure there is sufficient trained staff on duty to provide a quality service at all times.
11. The Concessionaire will ensure that the highest standards of customer service are provided to the clientele of the café.
12. The Concessionaire 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 Concessionaire 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 City Council before commencement of the concession and annually thereafter. The installation known at the Tram Café and all fixture and fittings in the café will be insured by the Concessionaire and will not be insured by the Council.
13. The Concessionaire shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the premises giving at least two weeks notice in writing of its intention, (except in emergency situations) such works, without liability to compensate the Concessionaire 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.

14. The Tram Café cannot be moved to other locations on the site without the prior written permission of Dublin City Council. The Council reserves the right to change the vending location to another area of Wolfe Tone Park should the need arise. The Council reserves the right to close off/isolate any or all the licensed areas to carry out essential maintenance/ improvements, with a minimum 24 hours notice, or immediately in the event of any urgent or pressing need arising.
15. The Council shall not be liable to compensate the Concessionaire for any loss, damage or inconvenience as a consequence of the performance of any works by its servants or agents within Wolfe Tone Park.
16. The Council shall not be liable to compensate the Concessionaire for any loss, damage or inconvenience as a consequence of the holding of events in Wolfe Tone Park.
17. The Concessionaire 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 café.
18. The Concessionaire shall ensure compliance with all Health & Safety Legislation and regulations made there under. The Concessionaire must submit a copy of an up to date Safety Statement (SS) and Risk Assessment (RA) and must be Site Specific to the tearoom.
19. The Concession agreement may be terminated by either party on giving the other two months notice in writing of its intention.
20. The Council shall have no responsibility whatever for the goods and works of the Concessionaire on the premises.
21. If alcohol is to be sold by the Concessionaire, a copy of the licence granted by Customs & Excise must be supplied to Dublin City Council.
22. Each party shall be responsible for their own legal fees.
23. The Parties hereto accept that this Agreement is a Concession Agreement for the location of a refurbished Tram to function as a tearoom at the location within Wolfe Tone Park to be agreed with Dublin City Council only and that it does not constitute nor is it intended to constitute a tenancy of any sort in the specified location.
24. The Concessionaire shall sign a Deed of Renunciation.
25. These terms and conditions and 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 Concessionaire entering onto the property.

Dublin City Council acquired this site from The Representative Church Body.

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.

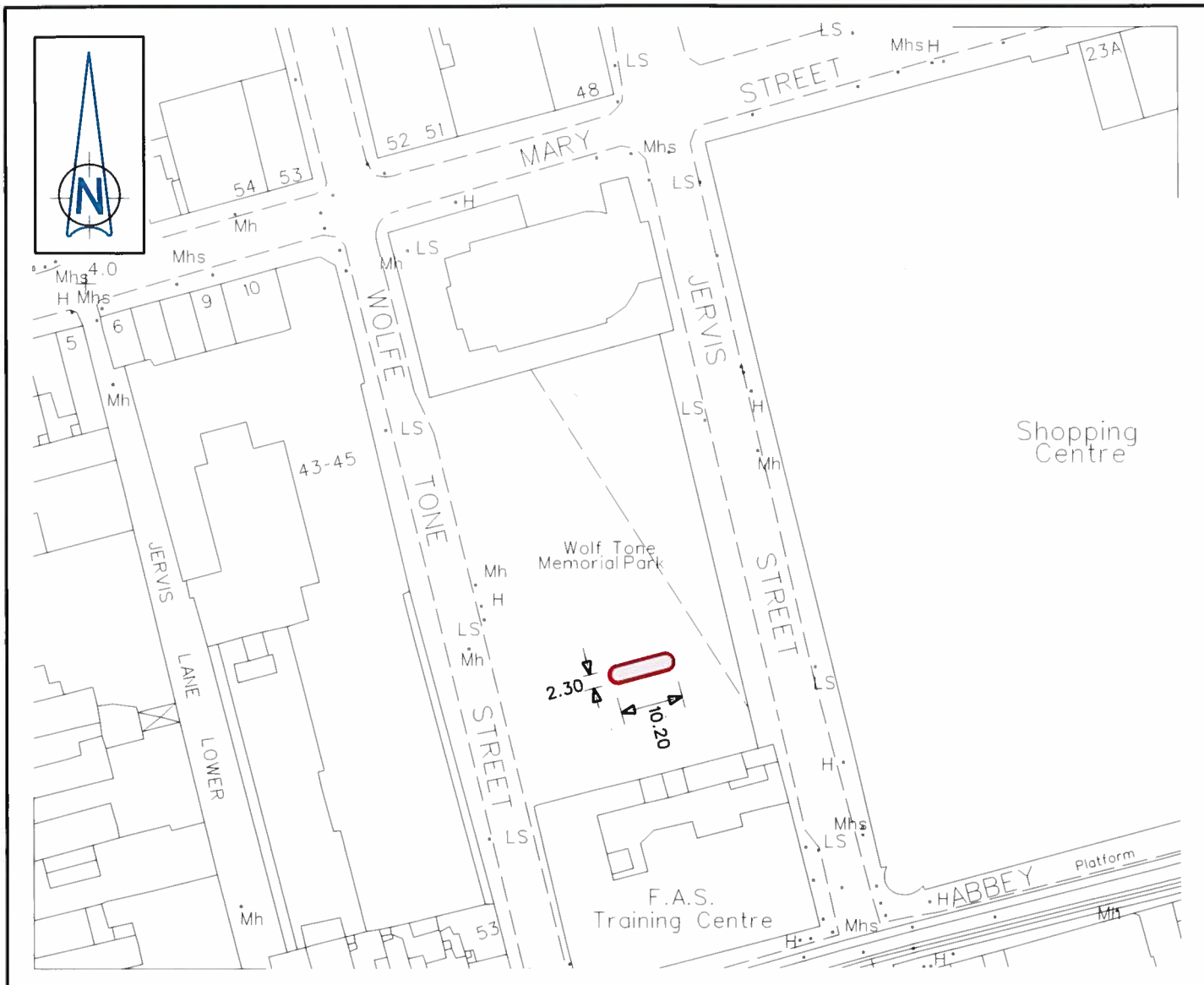
No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

This proposal was approved by the Central Area Committee on the 10th November 2015.


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


Dated 15th December 2015

Paul Clegg
Executive Manager



CONCESSION AT WOLFE TONE PARK, JERVIS STREET, DUBLIN 1.
DUBLIN CITY COUNCIL TO INSURANCE AND BUILDING CONSULTING SERVICES LIMITED
T/A THE TRAM CAFE
GRANT OF THREE YEAR CONCESSION /LICENCE

LICENCE AREA 

 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

O.S REF 3263 - 05	SCALE 1:1000
DATE 18-11-2015	SURVEYED / PRODUCED BY FC

INDEX No	FOLDER No	CODE	DWG No	REV
FILE NO	SM-2015-0879- 0204- C3 - 001 - A.dgn			

JOHN FLANAGAN
ACTING CITY ENGINEER

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY
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SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED _____
THOMAS CURRAN
 ACTING MANAGER LAND SURVEYING & MAPPING
 DUBLIN CITY COUNCIL

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SM-2015-0879