

Development Department, Civic Offices.

3rd July 2018

To the Chairperson and Members of The Central Area Committee

With reference to the proposed grant of a further licence of Kiosks 1 & 2, Liffey Boardwalk, Dublin 1.

By way of Licence Agreement dated the 7th November 2006, Kiosks 1 & 2, Liffey Boardwalk, Dublin 1, outlined on Map Index No. PD2006-0017 and Map Index No. PD2006-0018 were demised by Dublin City Council to Cruises Coffee Kiosks (Dublin) Limited for a four year period commencing on the 14th November 2005, the latest agreement dated 13th February 2014 expired on 13th November 2017.

Cruises Coffee Kiosks (Dublin) Limited has applied to Dublin City Council for a new agreement. Accordingly it is now proposed to grant a new four year Short Term Business Agreement for Kiosks 1 & 2, Liffey Boardwalk, Dublin 1 to Cruises Coffee Kiosks (Dublin) Limited, subject to the following terms and conditions.

- 1. That the property comprises two kiosks, No.1 & 2 at Liffey Boardwalk, Dublin 1 which are shown shaded in pink on the attached maps index no. PD2006-0017 and PD2006-0018 (both of which are for identification purposes only).
- 2. That the proposed four years Short Term Business Letting Agreement shall commence from 14th November 2017.
- 3. That the rent shall be a sum of €9,500 (nine thousand and five hundred euro) plus VAT, per annum, to be paid monthly in advance by direct debit.
- 4. That the Tenant shall be responsible for the payment of all outgoings including rates, charges, fees, bills waste charges, water and electricity and any other utilities and charges that may become payable in respect of the proposed area during the period of the letting.
- That all other terms and conditions for this Short Term Business Letting Agreement are as detailed in the previous licence agreement between Dublin City Council and Cruises Coffee Kiosks (Dublin) Ltd. dated 13th February 2014.
- 6. That the Tenant shall sign a Deed of Renunciation.
- 7. That this agreement shall include any amendments and/or other conditions as are deemed appropriate by the Council's Law Agent.
- 8. That each party will be responsible for its own costs of this transaction.

Paul Clegg

Executive Manager