

**Planning and Property Development Department  
Property Disposal Section**

**To the Chairperson and Members of the  
South East Area Committee**

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**With reference to the proposed 4 year Licence at Harold's Cross Park Tea Rooms,  
Dublin 6 to Noshington Park Limited**

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Following a tender process completed on 6<sup>th</sup> November 2017 for a commercial concession to operate a tearoom in Harold's Cross Park, Dublin 6, it was decided that Noshington Park Ltd. were the preferred tender designated.

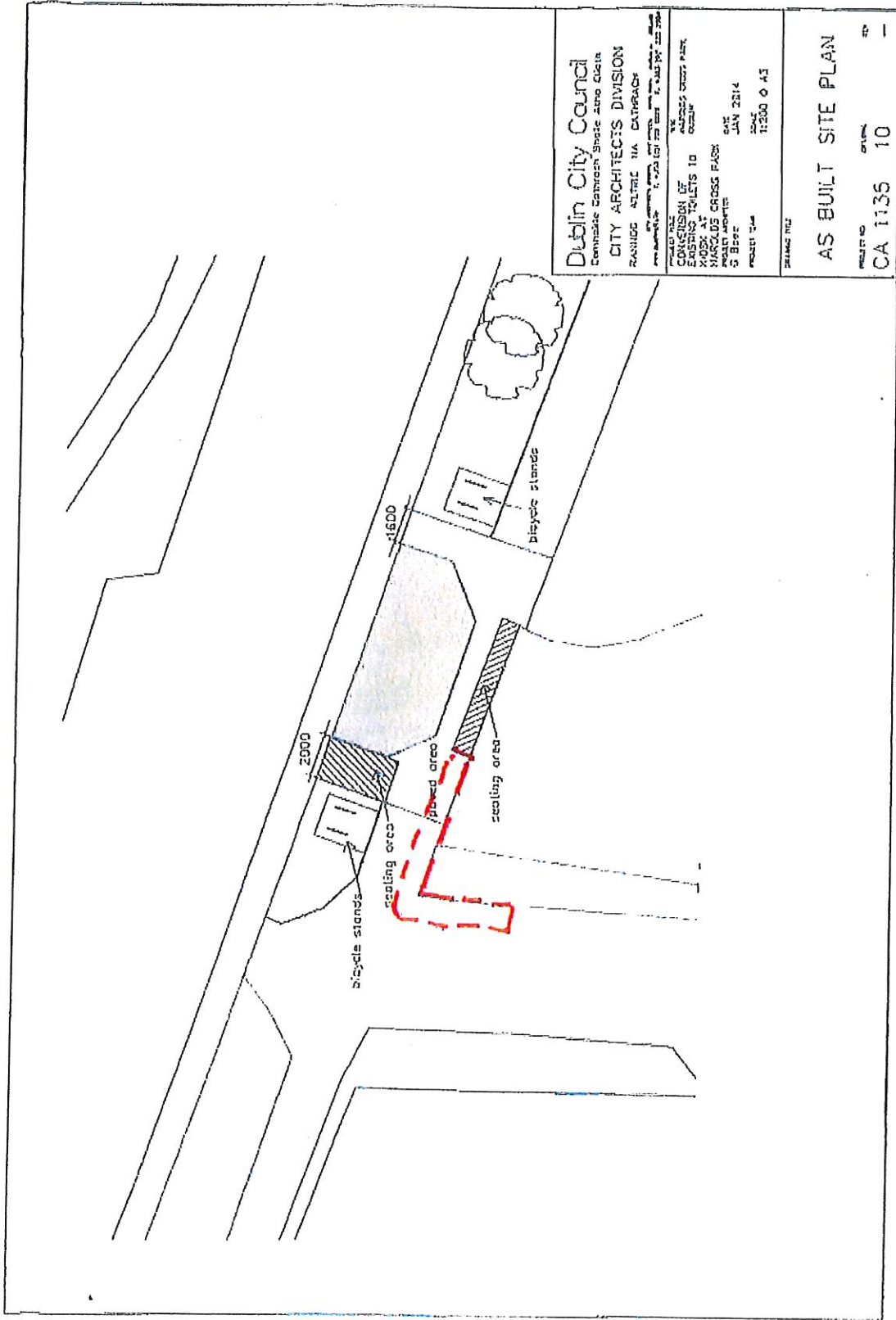
Report 99/2018 which was assented to by the City Council at its meeting on 9<sup>th</sup> April 2018 approved the grant of a four year Licence to Noshington Park Limited.

The legal formalities have not yet been completed and the Development Department has been informed that the transaction should include the outdoor seating area shown on the attached drawing number 10 outlined in red.

Noshington Park held the licence at Harold's Cross Park, Dublin 6 before their success at tender for a period of three years and during this time the outdoor seating area was included on the licence agreement and referred to as Drawing 10.

Accordingly it is now proposed to include the outdoor seating area indicated on Drawing 10 in the Licence.

**Paul Clegg  
Acting Assistant Chief Executive**



**Dublin City Council**  
 Economic Community Support Area Office  
**CITY ARCHITECTS DIVISION**  
 RANSIDE AULICRE IVA, CALTRACH  
 www.dublincity.ie  
 PROJECT NO: 11335  
 CONSTRUCTION OF  
 EXISTING TOILETS TO  
 1000X AT  
 1000X AS CROSS PLAN  
 5 Base  
 PROJECT DATE: JAN 2014  
 SCALE: 1:200 @ A3  
 DRAWING NO: 10

**AS BUILT SITE PLAN**  
 PROJECT NO: CA 1135  
 DRAWING NO: 10



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**With reference to the proposed 4 year Licence at Harolds Cross Park Tea Rooms,  
Dublin 6 to Noshington Park Limited**

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Following a tender process completed on 6th November 2017 for a commercial concession to operate a tearoom in Harolds Cross Park, Dublin 6, it was decided that Noshington Park Ltd were the preferred tender designate. The licence shall be for a period of 4 years, with an option for a further two periods of one year. The property is shown delineated in red on Map Index No. SM-2014-0379.

The Chief Valuer has advised that the tendered rent represents market value for the property and shall be subject to the following terms and conditions:

1. The Licence shall be for a period of four years and shall commence on 14<sup>th</sup> January 2018. The City Council reserves the right to renew the licence for a further two periods of one year each with the agreement of both parties and subject to the total period of the licence not exceeding six years.
2. The Licencee shall pay the sum of €16,000 per annum to Dublin City Council ex VAT, which must be lodged to Dublin City Council's account on a quarterly basis. After the first year this fee will be subject to review and subject to annual audited accounts being submitted by the Licencee.
3. That the subject premises shall be used solely as a tea room.
4. The following will be the responsibility of the Licencee:
  - 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.
  - Insuring of all concessionaires equipment.
  - Payment of commercial rates
  - Payment of all utilities and services (e.g. Electricity, Gas, Water etc)
  - Payment of VAT liability (if any) in this transaction
  - Payment of all necessary brand licences, 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
  - Suitable pest control arrangements
  - Leasing and maintenance of coffee machine
  - Access to toilet facilities must be maintained for all park users
5. Dublin City Council will be responsible for the following:
- Ensuring the fire certificate for the building is in place and providing documentation to the Licencee
  - 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 willful 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 Wi-Fi
6. The Licencee 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.
7. The Licencee shall not at any time:
- i. 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
  - ii. hang or affix any material on 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.
  - iv. Sell, manufacture or permit the consumption of alcohol in or about the licenced area
8. On termination of the Licence, the Licencee 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.
9. The Licencee 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 Licencee will ensure that the highest standards of customer service are provided to the clientele of the facility.
10. The Licencee 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 Licencee 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 concession. The fixture and fittings in the tearoom will be insured by the Council. Contents belonging to the Licencee will not be insured by the Council.

11. The Licencee shall permit Dublin City Council, its servants and agents, accompanied by all necessary equipment, to enter the premises to carry out any necessary works giving at least two week's notice in writing of its intention, (except in emergency situations), without liability to compensate the Licencee 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.
12. The Council shall not be liable to compensate the Licencee for any loss, damage or inconvenience as a consequence of the performance of any works by its servants or agents within any part of the premises.
13. The Licencee 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.
14. The Licencee shall ensure compliance with all Health & Safety Legislation and regulations made there under. The Licencee must submit a copy of an up to date Safety Statement (SS) and Risk Assessment (RA) and must be **Site Specific** to the tearoom, Harold's Cross Park.
15. The Licence agreement may be terminated by either party on giving the other two months notice in writing of its intention.
16. The Council shall have no responsibility whatever for the goods and works of the Licencee on the premises.
17. Each party shall be responsible for their own legal fees and costs associated with this licence.
18. 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.
19. The Licencee shall sign a Deed of Renunciation
20. 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 Licencee entering onto the property.

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

Dublin City Council were successors to this land from the Rural District Councils who were abolished under the Local Government Act 1930.

This proposal was approved by the South East Area Committee at its meeting on 12<sup>th</sup> March 2018.

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

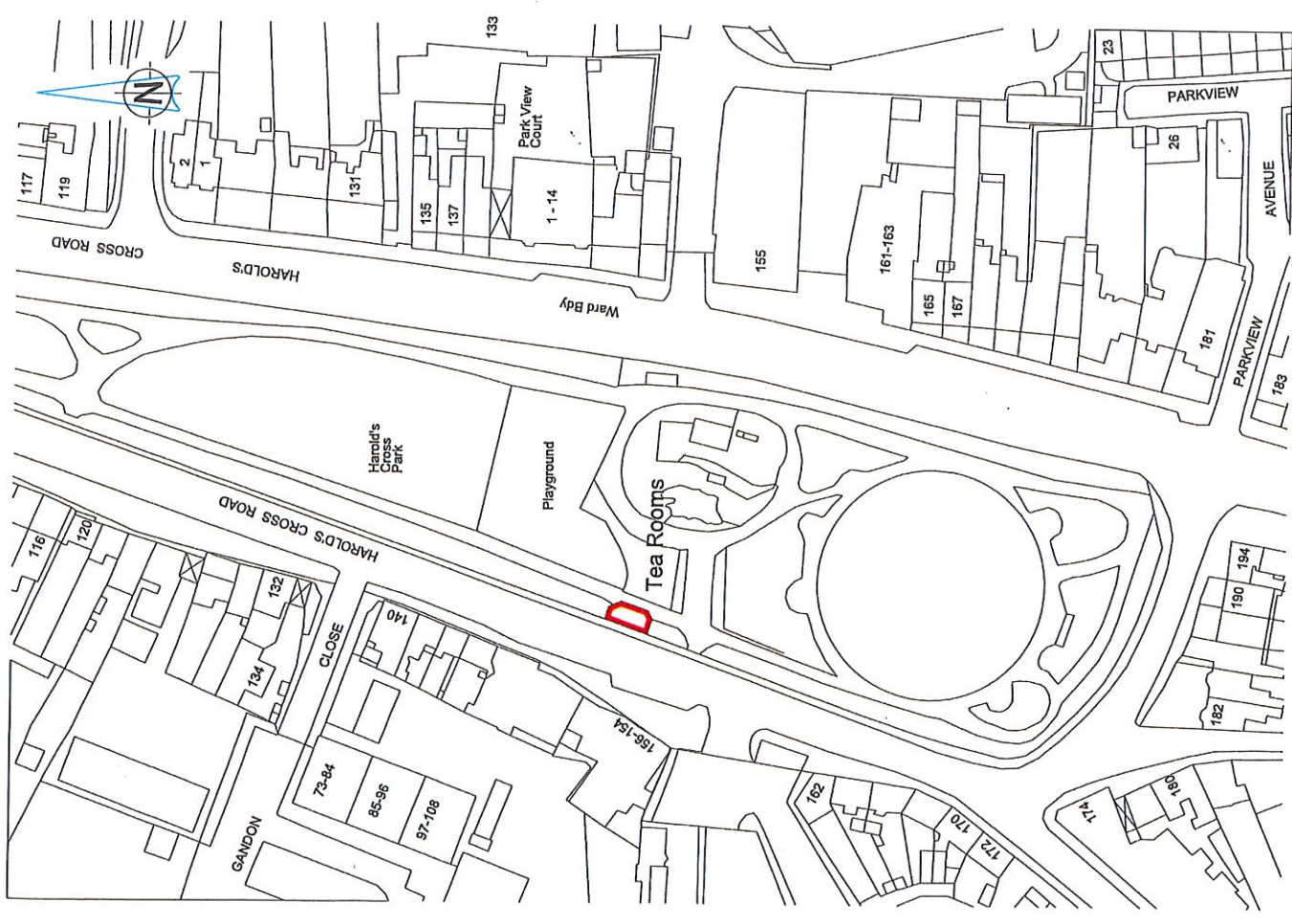
**Resolution to be adopted**

"That Dublin City Council notes the contents of this report and assents to the proposal outlined therein".

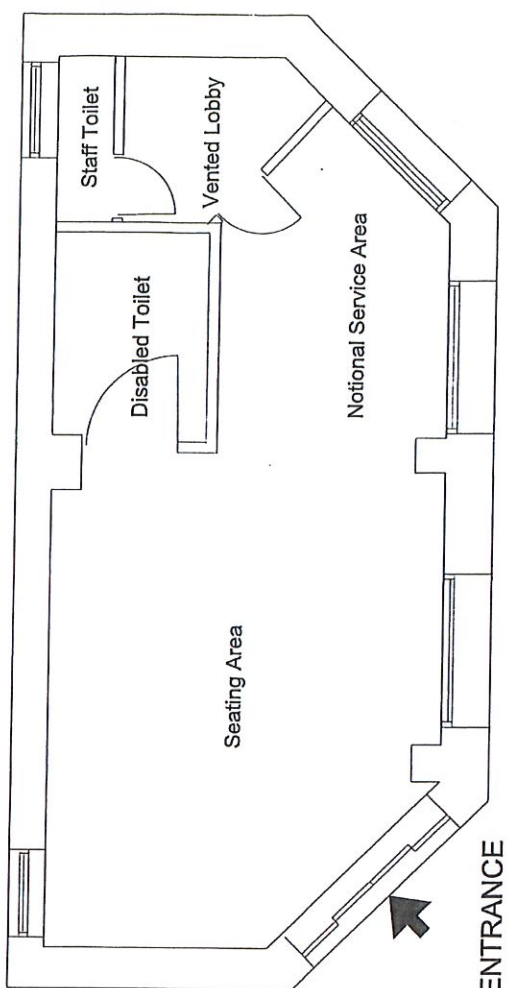
**Paul Clegg**  
**Executive Manager**

**26<sup>th</sup> March 2018**





Public Footpath



Park Footpath



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

O.S REF  
3328-04

SCALE  
1:1000

FILE NO  
SM-2014-0379\_0204-CX-003-A.dgn

INDEX No  
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DATE  
19-06-2014

SURVEYED/  
PRODUCED BY  
P. K.

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
 DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPPING  
 SURVEY, MAPPING AND RELATED RESEARCH APPROVED

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

INDEX No.  
SM-2014-0379

MICHAEL PHILLIPS  
 CITY ENGINEER

