

16th April, 2019

**To The Chairperson and Members of
Central Area Committee**

With reference to the proposed grant of a further licence to the premises at The Tram Café, Wolfe Tone Park, Jervis Street, Dublin 1 to The Tram Café Limited

By way of Agreement dated 11th April 2016 the premises The Tram Café, Wolfe Tone Park, Jervis Street, Dublin 1, which is more particularly delineated shown coloured in pink on Map Index No. SM2019-0270 was let under licence by Dublin City Council to The Tram Café Limited for a period of 3 years and subject to a licence fee of €8,000 p.a. This licence expired on 23rd April 2019. Under the agreement Dublin City Council reserved the right to renew the licence for a further period of two years (subject to the total period of the licence not exceeding five years.) The Parks Department has decided to invoke this right and offer a new licence subject to the following terms and conditions:

1. That the Council will be prepared to grant a 2 year licence commencing on a the 24th April 2019.
2. That the proposed licence area is shown indicatively on the attached copy map and comprises the tram, the adjoining structure and an outdoor seating area. The seating area is to be confined to the areas located within the existing windbreaker/barrier. A formal drawing delineating the above area shall be prepared by the Council's Draftsman and attached to the licence.
3. That the licence fee shall be €10,000 per annum plus VAT (if applicable), exclusive of all outgoings. The licence fee is to be payable quarterly in advance by direct debit mandate.
4. That the Licensee shall be responsible for the payment of all taxes, rates, outgoings, utilities, operational costs and maintenance related to the licensed area.
5. That the licensed area is to be used as a café/restaurant only. The licensee is not to permit the licensed area or part thereof to be used for any other purpose.
6. That the licensee shall take out and produce to Dublin City Council Liability Insurance in the sum of €6,400,000 (six million, four hundred thousand euro) and Employer Liability Insurance in the sum of €13,000,000 (thirteen million) for any incident with a recognised Insurance Company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property. The insurance is to extend to the external seated area.

7. That the licensee will be responsible for insurance of the structure and all fixtures fittings and equipment.
8. That the licensee is responsible for any loss or damage to the structure located on the licensed area.
9. That the Café will be required to be opened the following hours:
 - a. Monday-Thursday 8am-6pm
 - b. Friday 8am-9pm
 - c. Saturday-Sunday 10pm-6pm

The opening hours may be extended by agreement of the parties.

10. That the Licensee will ensure that the highest levels of Health and Safety Standards apply to the use of the licensed area and ensure compliance with all relevant legislation.
11. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licensed period.
12. That the Licensee shall not excavate the licensed area or interfere or damage services (if any) that encumber the licensed area.
13. That the applicant will be required to sign a Deed of Renunciation, with the benefit of legal advice.
14. That the Licence is personal to the Licensee and it cannot be transferred or otherwise disposed of.
15. That the Licensee shall ensure that any branding notice or advertising shall be subject to the prior consent of the Council.
16. That the Council reserve the right to relocate the licensed area to another section of the Park should the need arise.
17. That the Council will retain the right to close off the licensed area to carry out essential repairs and maintenance and will not be required to compensate the licensee.
18. That prior or at the termination of the licence the licensee shall at its own expense remove all materials not belonging to the Council and shall leave the licensed area in a clean and tidy condition to the satisfaction of the Council and to bear cost(if any) incurred by the Council in making good any damage caused.
19. That the licence may be terminated by the Council on giving two months notice in writing.
20. That the Licensee will permit the Council, its officers, agents and workmen to inspect the licenced area at all reasonable times.
21. That the Licensee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to the Licensor or the occupiers of neighbouring premises or to the public at large.

22. That the Licensee is to notify the Licensor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
23. That the Licensee is not to impede or interfere in any respect whatsoever with the Licensor in the exercise of its right to exclusive possession of the premises which is subject only to the rights of the Licensee hereunder.
24. That both parties shall be responsible for their own fees.
25. That the above proposal is subject to the necessary approvals and consents being obtained.
26. That the licence is subject to any other terms deemed appropriate by the Council (including the Council's Law Agent).

Paul Clegg
Executive Manager