

18th July 2019

**To: The Chairman and Members of
North Central Area Committee**

Meeting: 16th September 2019

Item No.

With reference to the proposed grant of a further licence to the premises at The Red Stables, St Anne's Park to Olive's Room Limited

By way of Agreement dated 9th July 2015 the premises known as The Red Stables, St Anne's Park, which is more particularly delineated on Map Index No. SM-2019-0280, was let under licence by Dublin City Council to Olive's Room Limited for a period of 4 years, commencing on 1st July 2015 and subject to a licence fee of €20,000 per annum. This licence expired on 30th June 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 six 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 the 1st July 2019.
2. That the proposed licence area is shown on Map Index SM-2019-0280 and comprises the Café, the outdoor seating area, storage area located within stalls 9 & 10 (coloured pink) and the external area coloured yellow. The seating area is to be confined to the areas located within the area coloured yellow.
3. That the Licensee and customers shall have a right of access to the shared w.c., shown coloured green on the attached copy map.
4. That the licence fee shall be €30,000 (thirty thousand euro) per annum, exclusive of all outgoings. The licence fee is to be payable quarterly in advance by direct debit mandate.
5. That the Licensee shall be responsible for payment of all taxes, rates, outgoings, utilities, operational costs and maintenance assessed on the licensed area.
6. That the Council shall carry out works in respect of the electricity for the café, to remove the areas outside of the licensed area from the MPRN. Until such works are completed the Council will contribute 10% towards the electricity bill.
7. 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.

8. That the Licensee shall take out an produce to Dublin City Council Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro) 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 as shown highlighted yellow.
9. That the Licensee will be responsible for insurance of the contents.
10. That the Council shall be responsible for the insurance of the structure and the fittings.
11. 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.
12. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licensed period.
13. That the Licensee shall not excavate the licensed area or interfere or damage services (if any) that encumber the licensed area.
14. That the applicant will be required to sign a Deed of Renunciation, with the benefit of legal advice.
15. That the Licence is personal to the Licensee and it cannot be transferred or otherwise disposed of.
16. That the Licensee shall ensure that any branding notice or advertising shall be subject to the prior consent of the Council.
17. 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.
18. That the licence may be terminated by the Council on giving two months' notice in writing.
19. That the Licensee will permit the Council, its officers, agents and workmen to inspect the Licenced area at all reasonable times.
20. 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.
21. 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.
22. 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.
23. That both parties shall be responsible for their own fees.
24. That the licence is subject to any other terms deemed appropriate by the Council (including the Council's Law Agent) and included in the previous licence agreement.

Acting Assistant Chief Executive

Date