

3rd June 2021

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

Meeting: 21st June 2021
Item No.

With reference to the proposed grant of a licence of 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 Café, St Anne's Park 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. By agreement dated 9th January 2020 this licence was renewed for a further 2 years subject to a licence fee of €30,000 per annum and expires on 30th June 2021.

The Culture, Recreation and Economic Services Department (CRES) is undertaking a refurbishment of The Red Stables at St Anne's Park which includes increasing the area available for use as a Café. CRES have recommended that the current licensee Olive's Room Limited, be granted a further licence for the use of the Café and the Chief Valuer has agreed the terms and conditions as follows:

1. That the Licensor will be prepared to grant a 5 year licence to the Licensee commencing on the 1st July 2021.
2. That the proposed licenced area is shown on Map Index SM-2020-0559 and comprises the following three areas:
 - a. the Servery, Cafe/Kitchen, wash room, staff room/store, WC, bake shed, cold room storage and dry goods storage (highlighted in pink on the attached map),
 - b. a Right of Way which will allow access to the Staff Storeroom, WC and bin area and along the temporary walkway (highlighted in yellow on the attached map),
 - c. an outdoor seating area is to be confined to the areas with seating (highlighted in blue on the attached map).

Area	Sq.m
Dining/Servery	104.8
Café Kitchen	18.5
Wash room	10.5
Staff room/store	12.3
Total	146.1

3. That the licence fee shall be stepped over the five year licence period as follows:

Year 1: €30,000 (thirty thousand euro) per annum + VAT (if applicable)
Year 2: €55,000 (fifty five thousand euro) per annum + VAT (if applicable)

Year 3: €55,000 (fifty five thousand euro) per annum + VAT (if applicable)
Year 4: €57,000 (fifty seven thousand euro) per annum + VAT (if applicable)
Year 5: €59,000 (fifty nine thousand euro) per annum + VAT (if applicable)

4. That the licence fee shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
5. That the Licensee and customers shall have a right of access to the shared W.C, shown coloured green on Map Index SM-2020-0559. The Licensee shall ensure that the toilet facilities at the Licensed Area are maintained to a good standard and are available to all park users.
6. That the Licensee shall be responsible for the cleaning and maintaining of the toilet facilities at the Licensed Area outside normal Council working hours (which are Monday - Thursday 8am – 4.30pm and Friday 8am – 1.30pm) and all other times requested by the Licensor.
7. That the Licensee shall be responsible for the upkeep of stock for the toilet facilities at the Licensed Area.
8. That the Licensor shall carry out works to the licenced area during the term of the licence with works proposed to commence in October 2021 which will necessitate the temporary relocation of the licensee to the Winter Gardens within The Red Stables. For the avoidance of doubt, this shall be agreed by way of a separate temporary licence agreement.
9. That in the event that the works are not completed by June 2022, the Year 1 Licence fee of €30,000 per annum + VAT (if applicable) will remain in place until such time as the works are completed at which point the Year 2 Licence fee of €55,000 per annum + VAT (if applicable) will be applied pro rata for the remainder of the second year of the term.
10. That the Licensee shall be responsible for the payment of all taxes, rates, outgoings, utilities, operational costs and maintenance assessed on the licensed area.
11. That the licensed area is to be used as a café/restaurant only. The Licensee shall not permit the licensed area or any part thereof to be used for any other purpose.
12. That the Licensee shall be responsible for the management and disposal of waste generated in the courtyard and from takeaway services. All waste disposal strategies and agreements shall be agreed with the Licensor and Parks Management.
13. That should the Licensee wish to utilise any other space (for events, parties etc.), outside the space outlined in red on the attached map, the Licensee shall pay a fee (to be agreed between the Licensor and Licensee) and shall be separate to this Licence agreement.
14. That the Licensee shall take out and 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 blue.
15. That the Licensee will be responsible for the insurance of the contents within the licensed area.
16. That the Licensor shall be responsible for the insurance of the structure and the fittings.

17. 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.
18. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licensed period.
19. That the Licensee shall not make any material changes to the property without the Licensor's written consent.
20. That the Licensee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
21. That the Licence is personal to the Licensee and it cannot be transferred or otherwise disposed of.
22. That the Licensee shall ensure that any branding notice or advertising shall be subject to the prior consent of the Council.
23. That prior to 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 the cost (if any) incurred by the Council in making good any damage caused.
24. That the licence may be terminated by the Licensor or the Licensee, by giving six months' notice in writing.
25. That the Licensee will permit the Council, its officers, agents and workmen to inspect the licensed area at all reasonable times.
26. 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.
27. 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.
28. 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.
29. That both parties shall be responsible for their own fees.
30. 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.

P Clegg

3/6/2021

Executive Manager

Date