

2nd September 2021

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

Meeting: 12th October 2021

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 14th November 2005. The latest licence commenced on 14th November 2017, at an annual licence fee of €9,500.00 plus VAT exclusive of rates and other outgoings, expires on 13th November 2021.

Cruises Coffee Kiosks (Dublin) Limited has applied to Dublin City Council for a new agreement and the Central Area Office has confirmed that it has no objection to this proposal. Accordingly it is now proposed to grant a new four year Licence 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 Licensor will be prepared to grant a 4 year licence to the Licensee commencing on the 14th November 2021.
2. That the proposed licence area comprises two kiosks, No.1 & 2 at Liffey Boardwalk, Dublin 1 which are shown shaded in pink on the attached maps index nos. PD2006-0017 and PD2006-0018.
3. That the licence fee shall be €11,000 (eleven thousand euro) per annum (plus VAT, if applicable) and shall be exclusive of all outgoings. The licence fee is to be payable monthly 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 that may become payable in respect of the licensed area.
5. That the licensed area is to be used as a café only. The Licensee shall not permit the licensed area or any part thereof to be used for any other purpose. The Licensee shall not sell, manufacture or permit the consumption of alcohol in or about the Licenced area.
6. 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 yellow.

7. 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.
8. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licensed period.
9. That the Licensee shall not make any material changes to the property without the Licensor's written consent.
10. That the Licensee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
11. That the Licence is personal to the Licensee and it cannot be transferred or otherwise disposed of.
12. That the Licensee shall ensure that any branding notice or advertising shall be subject to the prior consent of the Council.
13. That the Licensee will permit the Council, its officers, agents and workmen to inspect the licensed area at all reasonable times.
14. 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.
15. That all other terms and conditions are as detailed in the previous licence agreement between Dublin City Council and Cruises Coffee Kiosks (Dublin) Ltd. dated 3rd October 2019 and may include additional terms deemed necessary by the Law Agent.
16. That both parties shall be responsible for their own costs of this transaction.

P Clegg
Executive Manager

10/09/2021
Date