
**With reference to the proposed grant of a further licence of the premises known as
Bride Street (St Patrick's Park Tearooms) to The Tram Café Limited.**

By way of Licence Agreement dated 01st October 2020, the premises known as Bride Street (St Patrick's Park Tearooms), Dublin 8 was let to The Tram Café Limited for a term of 11 months and subject to a licence fee of €500 per month.

The City Parks Superintendent is satisfied with the management of the café and accordingly, it is proposed to grant a new licence to The Tram Café Limited subject to the following terms and conditions:

1. That the demised area is shown outlined in red on the attached copy map (Map SM-2017-0320).
2. That the Licensor will be prepared to grant a 4 year licence to the Licensee commencing on the 31st August 2021. The Licensee shall have the option to extend the Licence for a further 2 years at the expiry of the 4 year Licence.
3. That the licence fee shall be as follows:

Year 1: €6,000 (six thousand euro) per annum plus VAT
Year 2: €9,000 (nine thousand euro) per annum plus VAT
Year 3: €12,000 (twelve thousand euro) per annum plus VAT
Year 4: €14,000 (fourteen thousand euro) per annum plus VAT
4. That the licence fee shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
5. That the rent shall be reviewed at the end of Year 4 of the licence to market licence fee.
6. That the Licensee shall be responsible for all outgoings including rates, charges and fees that may become payable during the term of the licence.
7. That the demised area is to be used solely for the purposes of a café. The Licensor shall not permit the demised area to be used for any other purposes nor be permitted to sell or consume alcohol.
8. That the Licensee shall request in writing if they wish to carry out any works to the demised area, subject to approval by the Licensor. These works will be funded by the Licensee.
9. 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.

10. That the Licensee shall be responsible for any application and costs associated with any planning applications related to signage etc.
11. That the Licensee will ensure that the highest levels of Health and Safety Standards apply to the use of the demised area and ensure compliance with all relevant legislation.
12. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licence period.
13. That the permitted business hours shall be 9am – 6pm Monday to Sunday.
14. That the Licensee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
15. 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 demised 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.
16. That the Licensee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
17. 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.
18. 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.
19. That the Licensee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
20. That in the event of the Licensee failing to comply with any of the terms and conditions herein contained, the Council may revoke the licence by giving the Licensee one month's notice in writing.
21. That the Licensee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the licence.
22. That each party shall be responsible for their own fees in this matter.
23. That the licence shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.

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

This proposal was approved by the South East Area Committee at its meeting on the 11th December 2023

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

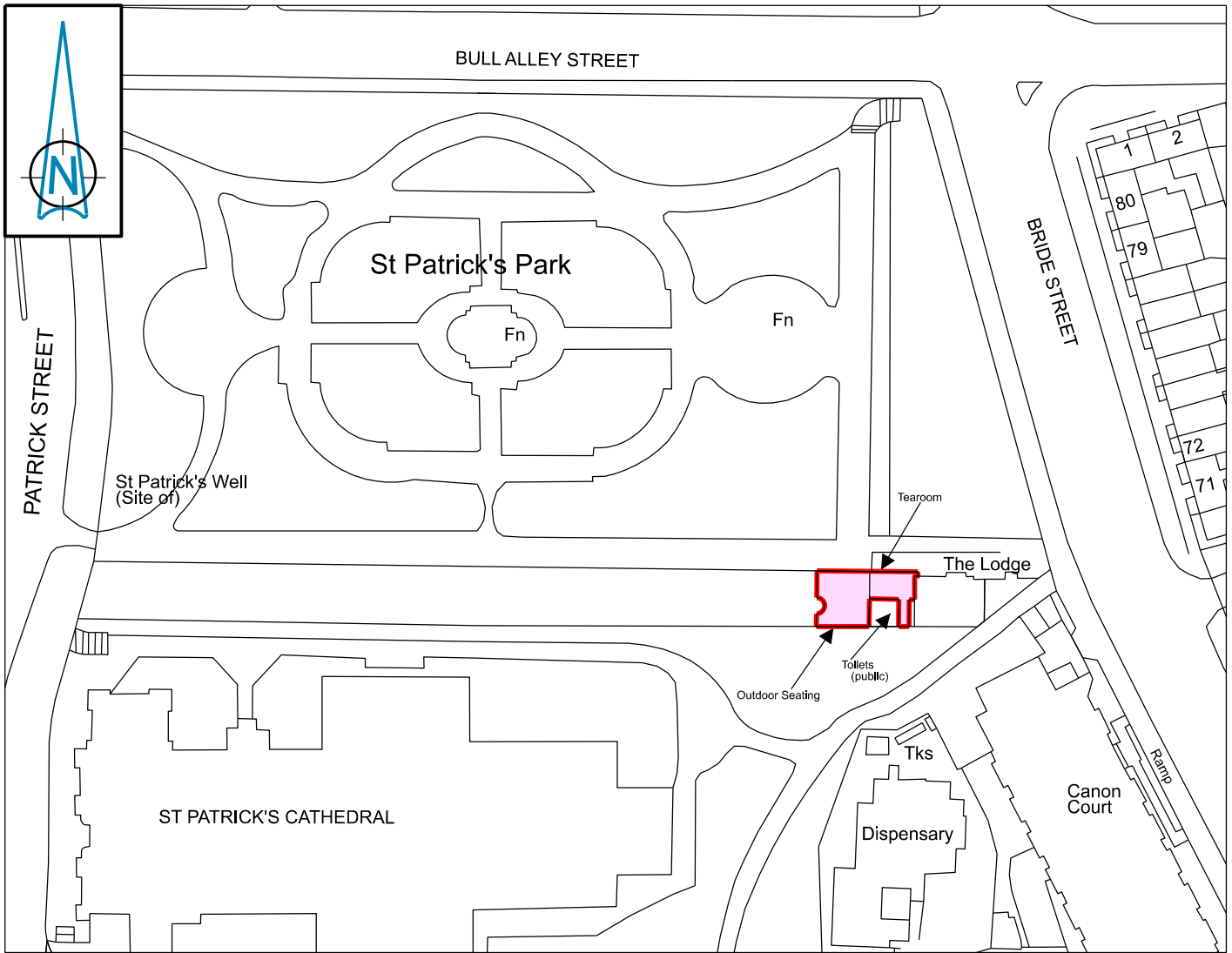
Resolution to be adopted:

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

Máire Igoe

A/Executive Manager

14th December 2023



St. PATRICK'S PARK, BRIDE St., DUBLIN 8 - Tearoom
Dublin City Council to The Tram Café Limited

Grant of licence

	<p>Comhairle Cathrach Bhaile Átha Cliath Dublin City Council</p>	<p>An Roinn Comhshaoil agus Iompair Rannán Suirbhéireachta agus Léarscáilithe Environment and Transportation Department Survey and Mapping Division</p>
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O.S REF 3263-14,15	SCALE 1-1000 @ A4
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DATE 17-05-2023	SURVEYED / PRODUCED BY T. Curran
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FILE NO	INDEX No	DWG No	REV
SM-2017-0320- 001 - D.dgn			

Dr JOHN W. FLANAGAN
 CEng FIEI FICE
CITY ENGINEER

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

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

INDEX No.
SM-2017-0320
 (Rev.D)