

To the chairperson and members of
The North Central Area Committee

6th November 2023

Meeting: 20th November 2023

**Proposed grant of a 3 year licence for Café Unit, Bull Wall North, Clontarf, Dublin 3 to
Container Café Limited**

Container Café Limited operate at unit at Bull Wall North, Clontarf within lands recently acquired by the Council from Dublin Port Company, the unit is shown outlined in red and coloured pink on Map Reference SM-2023-0279. The Parks, Biodiversity and Landscape Services Department have requested the grant of a licence to Container Café Ltd for the continued operation of the café for 3 years, with the option to extend for a further 2 years.

It is therefore proposed that a licence be granted to Container Café Limited subject to the following terms and conditions, as agreed with Container Café Limited, and which the Chief Valuer considers fair and reasonable:

1. That the licenced property is shown outlined in red on Map Reference SM-2023-0279 and the area extends to approximately 168 sq.m.
2. That the Licensor will be prepared to grant a 3 year licence to the Licensee commencing on the 15th August 2023. The Licensee shall have the option to extend the Licence for a further 2 years at the expiry of the 3 year Licence.
3. That the licence fee shall be as follows:

Year 1: €14,500 (fourteen thousand five hundred euro) per annum plus VAT at 23%.
Year 2: €15,500 (fifteen thousand five hundred euro) per annum plus VAT at 23%.
Year 3: €16,500 (sixteen thousand five hundred euro) per annum plus VAT at 23%.
4. That the licence fee shall be exclusive of all outgoing and payable quarterly in advance by direct debit mandate.
5. That the licence fee shall be reviewed at the end of Year 3 of the licence to the market licence fee.
6. That the Licensee shall be responsible for all outgoing including rates, charges and fees that may become payable during the term of the licence.
7. That the licenced property is to be used solely for the purposes of a vending trade concession with the ancillary sale of associated products only. The Licensor shall not permit the property 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 property 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 property 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 8am – 8pm 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 property 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 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 of 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 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's Law Agent.

The dates for the performance of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

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

Máire Igoe

9/11/2023

Máire Igoe
A/Executive Manager

Date