

24th January 2024

**To: The Chairman and Members of
South East Area Committee**

Meeting: 12th February 2024

Item No.

With reference to the proposed grant of a further licence of the Tea Room Pavilion at Herbert Park, Ballsbridge, Dublin 4 to Lolly and Cooks Limited.

Under Indenture of Licence dated 20th May 2016, a Tea Room at Herbert Park Pavilion, Ballsbridge, Dublin 4 as shown outlined in red on Map Index No. SM 2015-0923 was demised by Dublin City Council to Lolly and Cooks Limited t/a Herbert Park Tea Room Pavilion for a term of 4 years from the 20th May 2016 with annual rent of €34,000 plus VAT at 23% €41,820. The current 2 year licence expired on the 20th May 2022.

The City Parks Superintendent is satisfied with the management of the Herbert Park Tea Room Pavilion and accordingly, it is proposed to grant a new licence to Lolly and Cooks 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-2015-0923).
2. The demised premises extends to an area of approx. 200 sq.m including the external area.
3. That the Licensor will be prepared to grant a 4 year licence to the Licensee commencing on the 20th May 2022. The Licensee shall have the option to extend the Licence for a further 2 years at the expiry of the 4 year Licence.
4. That the licence fee shall be as follows:

Year 1: €34,000 (thirty four thousand euro) per annum plus VAT at 23% €41,820.
Year 2: €37,000 (thirty seven thousand euro) per annum plus VAT at 23% €45,510.
Year 3: €39,000 (thirty nine thousand euro) per annum plus VAT at 23% €47,970.
Year 4: €42,500 (forty two thousand five hundred euro) per annum plus VAT at 23% €52,275.
5. That the licence fee shall be exclusive of all outgoings and payable quarterly in advance by direct debit mandate.
6. That the licence fee shall be reviewed at the end of Year 4 of the licence to market licence fee.
7. That the Licensee shall be responsible for the management of the 6 tennis courts in Herbert Park which are available to use by both the tennis coaches and the general public. The same terms shall apply as per the existing arrangement.

8. That the Licensee shall be responsible for all outgoings including rates, charges and fees that may become payable during the term of the licence.
9. 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. The licensee applied for a wine licence in 2016 and have been utilising this since.
10. That the Licensee shall request in writing if they wish to carry out any works to the demised area, subject to approval to by the Licensor. These works will be funded by the Licensee.
11. 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) and the policy shall indemnify the Council against all liability as owner of the property.
12. That the Licensee shall be responsible for any application and costs associated with any planning applications related to signage etc.
13. 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.
14. That the Licensee must ensure the toilet facilities are maintained to a good standard and are available to all park users, however, in some circumstances access may be denied to individuals at their discretion.
15. That the Licensee shall keep the licensed area in a reasonably tidy condition during the licence period.
16. That the permitted opening hours shall be 9am – 6pm Monday to Sunday from 1st January -30th April with the option to extend the opening hours to 9am - 7pm from the 1st May to 30th September, subject to the consent of the Council.
17. That the Licensee shall encourage and promote the use of re-useable “keep cups”.
18. That the Licensee will be required to sign a Deed of Renunciation, with the benefit of legal advice.
19. 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 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.
20. That the Licensee will permit the Council, its officers, agents and workmen to inspect the demised premises at all reasonable times.
21. 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.
22. 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.
23. That the Licensee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Licensor.

24. 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.
25. That the Licensee shall be responsible for the payment of VAT, where applicable, and any other taxes or charges which might fall due from the creation of the licence.
26. That each party shall be responsible for their own fees in this matter.
27. That the licence shall include any amendments and/or other conditions as deemed appropriate by the Council or Law Agent.
28. That the above proposal is subject to the necessary consents and approvals being obtained.

MÁIRE IGOE

Date: 25TH January 2024

Máire Igoe
A/Executive Manager