

11<sup>th</sup> June 2019

**To The Chairperson and Members of  
the Central Area Committee**

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**With reference to the proposed grant of a 20 year licence for the area underneath the canopy overhanging the Council's property adjoining Nos 41-42 Ormond Quay Lower, Dublin 1.**

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Dublin City Council is the Fee Simple owner of property comprising the footpath adjoining No. 41 Ormond Quay Lower, Dublin 1. By way of an Agreement dated 12<sup>th</sup> October 1932 Dublin Corporation granted consent to Valentine H Roche t/a the Dublin Woollen Company for the construction and maintenance of a canopy over the adjoining footpath for an indefinite period subject to terms and conditions. The canopy is now a recorded protected structure under the Record of Protected Structures Reference 6074.

By way of a further Agreement dated 16<sup>th</sup> April 1934 Dublin Corporation granted a licence to Valentine H Roche t/a the Dublin Woollen Company for the use of the area underneath the canopy for the display of wares for an indefinite period at a yearly rent of thirty four pounds, thirteen shillings.

The Dublin Woollen Company closed in 2012 and sold its interest in Nos 41-42 Ormond Quay Lower, Dublin 1. As the licence agreement in respect of the area underneath the canopy was non-transferable, the new owners SRM Book & Cook Limited t/a The Winding Stair applied to Dublin City Council for a new licence in their name.

Dublin City Council at its monthly meeting held on 4<sup>th</sup> November 2013 approved the grant of a 20 year licence for the area underneath the canopy to SRM Book & Cook Limited t/a The Winding Stair, subject to terms and conditions (Report No. 356/2013 refers).

Before the licence agreement was put in place the applicant sought variations to the terms and conditions which required advice from the Law Agent. Subsequently new terms and conditions were negotiated and agreed with SMR Book & Cook Limited t/a The Winding Stair which place a greater onus for the maintenance and repair of the protected structure on the licensee and reflect the fact that the applicant now holds a Tables and Chairs licence for a portion of the area from the Environment and Transport Department at a current annual licence fee of €9,357.80.

Accordingly, it is proposed to grant a licence to SRM Book & Cook Limited t/a The Winding Stair for the area underneath the canopy subject to the following terms and conditions:

1. That the applicant shall enter into a licence agreement with Dublin City Council for the area underneath the canopy at 41-42 Ormond Quay Lower, Dublin 1.
2. That the subject area and canopy is shown shaded in yellow on the attached map index No. SM-2013-0126-001.
3. That the licence shall be for a 20 year term, effective from 1<sup>st</sup> November 2013.

4. That the licence fee shall be a sum of €500 per annum plus VAT (if applicable).
5. That the licence fee shall be abated to €1, if demanded, provided the Licensee holds and maintains a Street Furniture (Tables & Chairs) licence for the purpose of trading at 41-42 Ormond Quay, Dublin 1. The Street Furniture licence must be kept up to date and the licence fee paid in full.
6. That the Licensee shall be responsible for the full repair, maintenance, upkeep and insurance of the canopy structure.
7. That the Licensee shall not carry out any works or alterations to the canopy, which is a protected structure without prior written consent of the Council.
8. That the Licensee shall take responsibility for any damage, accident or injury arising on the licensed area and shall indemnify Dublin City Council against same.
9. The licensee shall obtain public liability insurance (€6.5 million) and employer's liability insurance (€13 million), if they have employees, and shall indemnify Dublin City Council against any and all claims for compensation, which may arise from their use of the property.
10. That the Licensee shall ensure that the highest level of Health & Safety Standards apply to the use of the licensed area.
11. That the Licensee shall be responsible for the payment of all outgoings including any rates, charges, fees, bills etc. that may become due in respect of the licensed area during the period of the agreement.
12. That the Council, its officials, employees or agents shall have the right to inspect the licenced area and the canopy, for the purpose of ensuring the terms of this licence are complied with.
13. That the Licence is personal to the Licensee only and the Licensee shall not assign or grant any sub-interests in the licensed area underneath the canopy without first obtaining the written consent of the Council.
14. That in the event of the Licensee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Council may revoke this agreement by giving the Licensee notice in writing to that effect or unless otherwise stated in such notice, this agreement shall cease immediately upon such notice having been given.
15. That the licence shall include any amendments and/or other conditions as are deemed appropriate by Dublin City Council's Law Agent.
16. That each party shall be responsible for their own legal costs in this matter.

**P. Clegg**

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**Executive Manager**